

## Regular Meeting

The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Library, 615 Rollstone St., Fitchburg, on May 17, 2016. The meeting was called to order by President Kushmerek at 7:47 P.M. The Clerk called the roll and ten (10) members were present. Councillor Bean was absent. The meeting opened with a salute to the Flag led by Councillor Clark.

## Public Forum

## PUBLIC FORUM

Mr. Chris Iosua, owner of Destare, spoke in favor of adopting petition 245-14 stating that a one-lane Main Street will be conducive to outside seating.

Ms. Kimatra Maxwell, candidate for State Representative, spoke in favor of adopting petition 245-14 stating that a one-lane Main Street will be conducive to slowing down traffic.

Mr. Matt Fournier, owner of 409 Main St. spoke in favor of adopting petition 245-14.

Mr. Kent Bourgault, Shack's Clothing, spoke in favor of adopting petition 245-14 stating that a one-lane Main Street will be conducive to slowing down traffic and keeping bicycles off of the sidewalk.

## Communication

Nathan LaRose  
Parks & Rec. Dir.

Re: Heritage  
Park Flag Policy

## COMMUNICATION FROM DEPARTMENT HEAD

Letter from Nathan LaRose, Parks and Recreation Director regarding Heritage Park Flag Policy.

CITY OF FITCHBURG  
RECREATION DEPARTMENT

Nathan LaRose, Recreation Director  
Beth Robbins, Administrative Assistant

Board of Park Commissioners  
Jon Ricciutti, Chairman  
James McGrath, Vice Chairman  
Dave Madigan  
Andy Roy  
Mary Whitney

## MEMORANDUM

To: City Council President Michael Kushmerek  
Cc: Mayor Stephen L. DiNatale  
From: Nathan LaRose, Recreation Director  
Date: May 11, 2016  
Subject: Heritage Park Flag Policy

16 MAY 12 10 29  
FITCHBURG CITY CLERK

In response to the request by the City Council to the Board of Park Commissioners to review and set a policy for the flags at Heritage Park, the Board of Park Commissioners voted at their meeting on May 5, 2016 to reaffirm the Heritage Park Flag policy set on December 6, 1976 and to have the Recreation Director oversee the implementation of the policy.

## The Policy reads:

"Heritage Park Flags - It was agreed to fly all flags in Heritage Park on legal holidays when flags are flown on Main Street. Further it was agreed to research the date of the various ethnic national days and fly the American Flag and appropriate national flags on individual national days....If additional flags are donated, in excess of the number of flag poles, national flags will be flown in an alphabetical rotation system."

As we now fly the flags on an annual basis, in implementing this policy the Recreation Department will be posting the policy and our process for implementing it on the website shortly, as well as beginning a campaign to solicit new donations of flags. This year we will be flying the existing flags that we have in storage. On individual national holidays ethnic groups may donate a flag to be flown for a specific time period.

Per the policy above we will be rotating flags annually based on alphabetical order and the number of donated flags we receive. We do not plan to continue to purchase new flags for the park through the Parks Department. Additionally as flags wear out we plan to reach out to the original donors for replacement.

The Recreation Department will continue to review the implementation of this policy and refer any necessary changes or issues to the Board of Park Commissioners.

Please feel free to contact the Recreation Department with any questions.

Communication read and placed on file in the City Clerk's Office.

COMMUNICATION - OTHER

Two letters of Appointment from Council President Michael Kushmerek as follows:

1. Re-Appointment of Debra A. Vilandry as Fitchburg Assistant City Clerk, term to expire May 1, 2019.



City of Fitchburg  
Massachusetts

CITY COUNCIL

President

Michael P. Kushmerek

Vice President

Amy L. Green

Councillors at Large

Jeffrey A. Bean

David Clark

Marcus L. DiNatale

E. Thomas Donnelly

Dean A. Tran

Ward Councillors

Ward 1 - Amy L. Green

Ward 2 - Paul R. Beauchemin

Ward 3 - Joel R. Kaddy

Ward 4 - Michael P. Kushmerek

Ward 5 - Angelo J. Bisol, Jr.

Ward 6 - Jody M. Joseph

May 10, 2016

Dear Councillors:

I hereby re-appoint and ask for your confirmation of Debra A. Vilandry as Fitchburg Assistant City Clerk, term to expire May 1, 2019.

Very truly yours,

A handwritten signature in black ink, appearing to read "M. Kushmerek", is written over a horizontal line.

Michael P. Kushmerek  
Council President

Communication-Other

Council President  
Michael Kushmerek

Letters of  
Appointment

Communication-Other

Council President  
Michael Kushmerek

Letters of  
Appointment (cont)

2. Re-Appointment of Anna M. Farrell as Fitchburg City Clerk, term to expire May 1, 2019.



**City of Fitchburg  
Massachusetts**

**CITY COUNCIL**

**President**

**Michael P. Kushmerek**

**Vice President**

**Amy L. Green**

**Councillors at Large**

**Jeffrey A. Bean**

**David Clark**

**Marcus L. DiNatale**

**E. Thomas Donnelly**

**Dean A. Tran**

**Ward Councillors**

**Ward 1 – Amy L. Green**

**Ward 2 – Paul R. Beauchemin**

**Ward 3 – Joel R. Kaddy**

**Ward 4 – Michael P. Kushmerek**

**Ward 5 – Angelo J. Bisol, Jr.**

**Ward 6 – Jody M. Joseph**

May 10, 2016

Dear Councillors:

I hereby re-appoint and ask for your confirmation of Anna M. Farrell as Fitchburg City Clerk, term to expire May 1, 2019.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. Kushmerek", is written over a horizontal line.

Michael P. Kushmerek  
Council President

Communications read and referred to the Appointments Committee.

**SPECIAL PRESENTATION**

Presentation of Herman J. Bourque  
City Council Scholarship Award  
Fitchburg High School: Renee Courtney Webber

Special Presentation

Presentation of  
Herman J. Bourque  
City Council  
Scholarship Award

05-04-'16 09:03 FROM- Guidance Office

978-343-2143

T-231 P0002/0007 F-502



Christopher Woods &lt;woodsc@fitchburg.k12.ma.us&gt;

**City Council Scholarship 2016**

Farrell, Anna &lt;AFarrell@fitchburgma.gov&gt;

Fri, Apr 8, 2016 at 9:45 AM

To: Christopher Woods &lt;woodsc@fitchburg.k12.ma.us&gt;

Cc: Michael Kushmerek &lt;michael.kushmerek@yahoo.com&gt;, Amy Green &lt;voteamygreen@gmail.com&gt;

Hi Chris,

The City Council will be awarding one scholarship this year. The amount will be approximately \$500. Please send the name of the recipient who best meets the following criteria chosen to me:

- Resident of Fitchburg;
- Has financial need;
- High academic achievement

*Renee Webber*

When the student supplies us with a letter from the college confirming that they are registered we will issue the check directly to the student.

Thank you

Anna

From: Christopher Woods [mailto:woodsc@fitchburg.k12.ma.us]

Sent: Monday, April 04, 2016 12:23 PM

To: Farrell, Anna &lt;AFarrell@fitchburgma.gov&gt;

Subject: City Council Scholarship 2016

[Quoted text hidden]

16 MAY - 4 09 28  
FITCHBURG CITY CLERK

## Special Presentation

Presentation of  
Herman J. Bourque  
City Council  
Scholarship Award  
(cont)

05-04-16 09:03 FROM- Guidance Office

978-343-2143

T-231 P0001/0007 F-502

## FITCHBURG PUBLIC SCHOOLS

## FAX COVER SHEET



Mr. Christopher B. Woods  
Guidance Counselor  
Fitchburg High School

140 Am How-Farm Rd.  
Fitchburg, MA 01420

Voice: 978-345-3263  
Fax: 978-343-2143  
Email: woodso@fitchburg.k12.ma.us  
CEEB: 220-820

SEND TO	City Clerk's Office	From	Christopher B. Woods
Attention	Anna Farrell	Date	5/4/16
Office location	Fitchburg	Office location	Guidance
Fax number	(978) 829-1964	Phone number	978-345-3263

☐ Urgent☐ Reply ASAP☐ Please comment☒ Please review☒ For your information

Total pages, including cover:

(7)

Re: City Council Scholarship

## COMMENTS

Anna:

Please let me know if you  
need anything else!

*[Signature]*  
CW

## Special Presentation

Presentation of  
Herman J. Bourque  
City Council  
Scholarship Award  
(cont)

05-04-2016 09:03 FROM- Guidance Office

978-343-2143

T-231 P0003/0007 F-502

Fitchburg Public Schools

Fitchburg High School

## Student Profile

Page 1

May 4, 2016

First Name: Renee  
Middle Name: Courtney  
Last Name: Webber  
Gender: F  
Date of Birth: [REDACTED]  
Home Phone: [REDACTED]  
Emerg Phone: [REDACTED]  
Address: [REDACTED]

LASID: [REDACTED]  
SASID: [REDACTED]  
Homeroom: 230  
YOG: 2016  
Grade: 12  
House Code:  
Enr Status: Active

City: Fitchburg  
State: MA  
Zip: 01420  
Country:  
Home Lang: English  
Primary Contact: Arlene Tessitore



## Special Presentation

Presentation of  
Herman J. Bourque  
City Council  
Scholarship Award  
(cont)

05-04-'18 09:04 FROM- Guidance Office

978-343-2143

T-231 P0005/0007 F-502

David Kelly

Social Studies Teacher

Fitchburg High School

Fitchburg MA.

To Whom It May Concern:

It is with great pride that I write this letter of recommendation on behalf of Renee Webber. I have had the pleasure of knowing Renee for several years. Her determination to succeed in a challenging academic and social environment has highlighted several of her many positive character traits.

Renee is an intelligent, capable, hard-working young woman who is expressive and willing to share her experience and insight with her classmates, and teachers. She is personable, enthusiastic, caring and compassionate. She has stood out academically from day one and as a senior excels both in her academic work and in her extra-curricular activities.

I have been pleased with the outstanding quality of Renee's work and enthusiasm in my Honor's level U.S. History class. She enjoys school and loves learning. She is self-disciplined, highly motivated, and conscientious. She is always prepared for class and takes much pride in her work. She has a positive attitude and has been a pleasure to have in class.

Renee has participated in several extra-curricular activities. Renee's actions as an active member of the National Honor Society, Theatre club and Student Council demonstrate qualities of leadership, responsibility, and dependability.

While her Academic accomplishments at Fitchburg High School and Fitchburg State are reflected in her grades, I would like to add this honest assessment of her potential. When asked by another teacher how I would describe Renee's potential. "Potential Game Changer" Simply put, Renee is one of the most intelligent young people I have ever had the pleasure of working with.

I enthusiastically recommend you consider Renee as a member of your educational community. I believe that Renee has a great deal to offer such an institution. She will excel academically and will be an involved member of your school community. I would like to thank you for the opportunity to recommend such a fine individual to you. If there is anything else I can do to further assist you in regard to Renee and her acceptance into your school please do not hesitate to contact me.

Sincerely,

David M. Kelly

Presentation of  
Herman J. Bourque  
City Council  
Scholarship Award  
(cont)

05-04-'16 09:04 FROM- Guidance Office

978-343-2143

T-231 P0006/0007 F-502



# Fitchburg High School

**"Learners Today, Leaders Tomorrow."**

140 Arn-How Farm Road

Fitchburg, MA 01420

**Phone: 978-345-3240**

Website: [www.fitchburgschools.org](http://www.fitchburgschools.org)

December 21, 2015

**To Whom It May Concern:**

It gives me great pleasure to speak on behalf of Renee Webber. I have known Renee since fall 2012 when she was a student in my honors Algebra 2 class. She is currently in my Advanced Placement Statistics class.

Renee possesses many qualities that will ensure her future success. She has a natural ability, is attentive in class, and has a desire to comprehend the material and not just "get by." She completes all work in a timely fashion, with a high level of achievement no matter what the challenge. She contemplates the solution to the problems at hand and can be easily encouraged to consider a variety of techniques. Renee has an inquisitive mind and a clear desire to learn as she sees this as an investment in her future. Having challenged herself with some tough academic courses, Renee has created a solid academic foundation on which to build.

Renee will be an asset to any institution of higher learning she attends for other reasons as well. She is friendly and outgoing in her approach to others. She works well with others, and is always upbeat and positive in her approach. I see Renee as honest, reliable and thoughtful. She has a good sense of humor, but understands how to use it appropriately. It is a pleasure to have Renee in class.

Renee's ability and determination for success will guarantee her future achievement. She will undoubtedly contribute positively to the institution of higher learning she attends and it is without reservation that I write this recommendation for your review.

Sincerely,

**Kimberley S. O'Neill**  
Mathematics Teacher  
Fitchburg High School

The School Committee's policy of nondiscrimination extends to students, employees, and the general public with whom it does business. Needham Public Schools do not discriminate on the basis of race, color, religion, creed, national origin, gender, sexual orientation, gender identity, age or disability in admission to, access to, employment in, or refusal of employment in its programs and/or activities in compliance with state and federal laws. Questions related to this policy may be addressed to the Human Resources Director/Civilians Office, 376 South Street, Needham, MA 01942, (978) 552-0212.

La política de no discriminación del Comité Escolar se extiende a los estudiantes, empleados y el público en general con los cuales que hace negocios. Las Escuelas Públicas de Fitchburg no discriminan, por razones de raza, color, religión, creyó, orientación sexual, orientación sexual, identidad de género, edad o discapacidad en los admisión, el acceso a, empleo uo, o en la igualdad de trato en los programas y/o actividades en cumplimiento de la ley estatal y federal.

[illegible]



City of Fitchburg,

May 17, 2016

Special Presentation

Presentation of  
Herman J. Bourque  
City Council  
Scholarship Award  
(cont)

05-04-'16 09:04 FROM- Guidance Office

978-343-2143

T-231 P0007/0007 F-502

Fitchburg High School  
Secondary School Record - Transcript

Last Webber		First Name Renee		Middle Courtney							
STUDENT INFORMATION						SCHOOL INFORMATION					
Home Address		City Fitchburg		State Zip MA 01420		School Address 140 Arn-How Farm Road Fitchburg MA 01420		School Phone 978-345-3240		Guidance Counselor John Gentile	
Parent or Guardian		Date of Birth				Accredited by New England Association of Schools and Colleges CEEB# 220-820					
<input type="checkbox"/> Withdrew		Date									
<input checked="" type="checkbox"/> Was or Will Be Graduated		June 2016									
<input type="checkbox"/> Date of Graduation											
GPA: 4.22		Rank: 4		In class of: 245							
Previous Secondary School Attended (if any)		Date Left									
* = Loss of Credit due to Absences						** = Student Participated in a Q4 Internship					
COURSE HISTORY						COURSE HISTORY					
Subject						Subject					
2012-2013						2014-2015					
Algebra II H						Dual Enrollment Art of Music					
Art I						Dual Enrollment Earth Systems					
Computer Apps.						Dual Enrollment General					
Fr. English H						Dual Enrollment Precalculus					
Fr. World Studies H						Dual Enrollment Spanish for					
Health						Dual Enrollment Spanish for					
Media Literacy						Dual Enrollment US History I					
Microsoft Office 2007						Dual Enrollment Writing I					
Physical Education											
Pre AP Biology - H											
Spanish I CPA											
Yearly GPA 4.036						Yearly GPA 4.450					
Credits earned 8.00						Credits earned 8.00					
2013-2014						2015-2016					
Art Foundations						AP English Lit & Comp					
HS Common Core Geometry-H						AP Statistics					
Outdoor Adventure						Ceramics I					
PreAP Chemistry						Digital Photography					
PreAP English 10						Environmental Science - CPA					
Spanish II CPA						Physical Education					
U.S. History I H						Sculpture I					
						The Law CPA					
						US Gov't with Contemporary					
Yearly GPA 4.233						Yearly GPA 4.250					
Credits earned 8.00						Credits earned 1.50					
Total Credits 25.50											
Testing Information						Testing Information					
Date Name of Test Score Date Name of Test Score						Date Name of Test Score Date Name of Test Score					
3/15/2014 MCAS ELA 264						3/15/2014 MCAS ELA 264					
3/15/2014 MCAS Math 270						3/15/2014 MCAS Math 270					
3/15/2014 MCAS Science 266						3/15/2014 MCAS Science 266					
3/15/2013 MCAS Science 266						3/15/2013 MCAS Science 266					
Date May 4, 2016						Date May 4, 2016					
Signature						Signature					
Guidance Counselor						Guidance Counselor					

Presentation was deferred.

*City of Fitchburg,*

May 17, 2016

Annual Report  
Fitchburg Public  
Library

**ANNUAL REPORT**

087-16. ANNUAL REPORT: Fitchburg Public Library July 1, 2014-  
June 30, 2015.

**Fitchburg Public Library  
Annual Report**

FITCHBURG CITY CLERK  
16 MAY - 4 13 14



**Fiscal 2015  
July 1, 2014 – June 30, 2015**

**Fitchburg Public Library  
Founded April 11, 1859**

**Wallace Library  
Dedicated June 3, 1967**

**Youth Library  
Dedicated September 28, 1950**

**BOARD OF TRUSTEES**

**June, 2015**

Jonah McKenna Moss, Chair  
Mary Rice Hurley, Secretary  
Kim Cochrane, Treasurer

Camille Aubuchon, Trustee Emerita

**Terms Expire 2016**

Kim Cochrane  
Margaret Snyder

**Terms Expire 2014**

Jonah McKenna Moss  
Marlon Medero  
Naldi Lopez

**Terms Expire 2015**

Christopher Benoit  
Mary Rice Hurley  
Jim Walsh

**Committees, June 2015**

**STANDING COMMITTEES:**

**EXECUTIVE:**

Jonah McKenna Moss, Chair  
Mary Hurley, Secretary  
Kim Cochrane, Treasurer

**FINANCE:**

Kim Cochrane, Chair  
Jim Walsh  
Jonah McKenna Moss, exo.

**BUILDING AND GROUNDS:**

Mary Hurley, Chair  
Naldi Lopez  
Rob Favini  
Jonah McKenna Moss, exo.

**LEGISLATIVE ACTION:**

Peg Snyder, Chair  
John Bowen  
Mike Phaneuf  
Jonah McKenna Moss, exo.

**TEMPORARY COMMITTEE:**

**BYLAWS EVALUATION:**

Chris Benoit, Chair  
Marlon Medero  
Yamilla Pastorino  
Jonah McKenna Moss, exo

**LIBRARY STAFF**

Sharon A. Bernard, Director  
Jean Tenander, Assistant Director

Gail Beck  
Meri-June Celona  
Caroline Holstrom  
Nicole Irvin  
Marcia Ladd  
Kirsti Laitala  
Angela Lopez  
Cynthia Morawski  
Jane Pernaa  
Kim St. Onge  
Katherine Schmitt  
David Streb  
Shirley Waite

Alfred Rivera, Maintenance

## **REPORT OF THE CHAIR OF THE BOARD OF TRUSTEES**

Fiscal Year 2015 was marked by steady growth in services offered by the Fitchburg Public Library. We continued to host the Fitchburg Law Library which operates under the auspices of the Massachusetts Trial Court and provides free legal reference services to the people of northern Worcester County.

FY15 began with the official completion of work on our new roof. This was a project several years in the making, from the early days in the Capital Commission meetings, through the approval of the city funding, until the final days when the new roof membrane was secured to the clearstories and flashings.

In October, the library hosted a large fundraiser for our neighbor the Stratton Players. In May, the Friends of the Library held a very successful indoor, mini golf event to raise money for the library.

The Board of Trustees welcomed several new members this year, and helped Director Sharon Bernard with the revision of many library policies affecting borrowing, services, and use of our facilities for private functions.

The Fitchburg Public Library continues to serve our community through diverse programs of learning, literacy, and entertainment for children and adults, and by hosting films, concerts, and talks by authors of note.

Respectfully Submitted to the Board of Trustees of the Fitchburg Public Library

Jonah P. McKenna Moss, Chair

## REPORT OF THE LIBRARY DIRECTOR

I am pleased to report that FY2015 was a stable, but productive year.

The year began with a successful Summer Reading Program featuring many well attended programs in the children's room, including Mini-Beast Menagerie, Irobot, Kosmic Kelly, and Blue Star Planetarium. The on-going Lego Club, Story Time, and Knitting for All programs continue their popularity. Tuesday afternoon crafts have gained in popularity. We partnered with the Title 1 after school group, Montachusett Opportunity Council Childcare, HeadStart, Riverfront Children's Theater, and others to bring additional programming to the children of Fitchburg. Gaming has become a popular activity as well. The Homework Center in the Youth Library was started this year with computers and a printer for school aged children to do their homework with a librarian available if assistance is needed.

Monthly Saturday evening teen events have proved popular with a small group of teens. The Teen Advisory Board choose themed activities such as Harry Potter, Dr. Who, Anti-valentine, and others around which games, films, and food were enjoyed. On half-days of school movies were shown.

This year we made an effort to increase programming for adults. In addition to the monthly book club we hosted a discussion group on the Community Read book The New Jim Crow. In collaboration with Fitchburg State College monthly films were screened with lively discussions following.

Quarterly local author events have continued to be of interest to many people. Programs about the outdoors, including hiking and fly-fishing, are popular. Growing Places worked with the Library to bring a seed library into the building. Many new and experienced gardeners took advantage of the free seeds and reported success with their harvests.

Many outside organizations have used our meeting rooms for many diverse programs. One of the primary users is Literacy Volunteers of the Montachusett Area. They held Conversation Circles to help new English speakers improve their speaking skills. A 10-week Citizenship Class helped a dozen people prepare to become citizens. Various City departments and committees also used our meeting rooms.

The Children's Librarian along with other staff members has implemented some community outreach programming. A storywalk at the City's Winterfest in January proved popular in spite of the bitter cold. Visits to schools and with daycare providers introduced new users to the Library.

As in the past, the Library hosted the AARP Tax Assistance program for February-March and continues the genealogy assistance on Thursday afternoons with a pair of dedicated volunteers. There are always two or three people searching for information about their relatives.

The Friends of the Library brought a fun activity to the Library with an In-door Mini-Golf event. All who attended had a great time. The Nancy Project pop-up store of hand-knitted and crocheted items has evolved to include some quilted and sewn items as well as wood working projects and other high quality crafts. Many people created items that they donated to the sale. Many others came and purchased gifts for the holidays.

Respectfully submitted by: Sharon A. Bernard, Library Director

### CIRCULATION

Items	Adult	Teen	Children	Total FY 15
Books	44,042	3,112	35,092	82,246
Magazines & Newspapers	648	1	115	764
Recorded Books and Music Recordings	7,157	118	795	8,070
DVD and Video	38,202	202	8,488	46,892
Downloadable Video		3	6	9
Downloadable Audio	1,653	165	118	1,936
E Books	3,702	359	325	4,386
Misc.	845	87	803	1,735
<b>Total</b>	<b>96,249</b>	<b>4,047</b>	<b>45,742</b>	<b>146,038</b>

### INTER-LIBRARY LOAN

	Items Borrowed for FPL Customers from other Libraries	Items Provided to other Libraries
<b>FY 2015</b>	<b>14,626</b>	<b>22,255</b>

### LIBRARY COLLECTION AS OF JUNE 30, 2015

	Adults	Teens	Children	Total FY 2015
Books	90,076	2,340	29,761	122,177
Print Periodicals	3,954	7	177	4,138
Audio Books on Tape or CD and Music CDs	9,843		617	10,460
Video and DVD	6,883		2,245	9,128
E-Books	22,250	3,528	5,080	30,858
Downloadable Audio	6,355	696	851	7,902
Downloadable Video	891		276	1,167
CD-ROMs	188		108	296
Microfilm & Microfiche	4,583			4,583
Art Prints, Storytime Kits	3,237	3	644	3,884
<b>Total</b>	<b>148,260</b>	<b>6,574</b>	<b>39,759</b>	<b>194,593</b>

### NUMBER OF PRINT AND NON-PRINT SUBSCRIPTIONS

	Total
Print Serial Subscriptions	61
Electronic Serials	1
Other Subscriptions (e.g. microforms, museum passes)	18
<b>Total</b>	<b>80</b>

**TRUST FUNDS BUDGET**

	<u>Budget</u>	<u>Spent</u>
Art Works	500.00	508
Books Adult	18,000.00	11,633
Books Child	3,000.00	2,176
Computer Programs	2,000.00	3,206
Equipment	9,450	9,509
Functions	500	0
Grounds	2,000	932
Insurance	350	0
Memberships	6,000	7,037
Periodicals	5,500	7,842
Print/Advertising/Display	600.00	652
Programs Adult	2,000	682
Programs Child	3,000.00	1,828
Recordings, Music Adult	400.00	433
Recordings, Music Child	100.00	38
Audio Books Adult	7,000.00	2,433
Audio Books Child	500	227
DVDs Adult	2,700.00	5,040
DVDs Child	1,200.00	1,034
Special Services	2,00.00	1,175
Staff Expenses	2,084.29	864
Travel	3,000	2595
Miscellaneous	6,000	8,307
	<u>77,900</u>	<u>68,160</u>



CITY OF FITCHBURG  
TRUST FUNDS IN HANDS OF LIBRARY TRUSTEES  
June 30, 2015

	NON EXPENDABLE	EXPENDABLE	TOTAL
Aittola	\$ 10,000.00	\$ 1,078.82	\$ 11,078.82
Aubuchon, Camille	\$ 10,100.00	\$ 631.64	\$ 10,731.64
Boudreau Memorial	\$ 1,403.51	\$ 46.52	\$ 1,450.03
Cain	\$ 1,900.00	\$ 321.57	\$ 2,221.57
Cassassa	\$ 2,200.00	\$ 341.96	\$ 2,541.96
Henry	\$ 7,000.00	\$ 1,099.69	\$ 8,099.69
Hoffman	\$ 300.00	\$ 88.08	\$ 388.08
Irish American	\$ 5,330.00	\$ 13.17	\$ 5,343.17
Kabatchnik	\$ 10,000.00	\$ 2,574.11	\$ 12,574.11
Lemay, J. Harold	\$ 1,100.00	\$ 155.03	\$ 1,255.03
Lemay, Paul	\$ 1,053.00	\$ 299.45	\$ 1,352.45
Pierce	\$ 54,000.00	\$ 27,760.49	\$ 81,760.49
Rice Memorial Concert Fund	\$ 4,200.00	\$ 714.92	\$ 4,914.92
Rosenbaum	\$ 7,200.00	\$ 1,763.10	\$ 8,963.10
Salny	\$ 3,200.00	\$ 498.83	\$ 3,698.83
Simonds	\$ 8,800.00	\$ 1,422.65	\$ 10,222.65
Sipila	\$ 10,000.00	\$ 1,826.16	\$ 11,826.16
Smith	\$ 15,100.00	\$ 3,141.16	\$ 18,241.16
Solander	\$ 500.00	\$ 7,779.25	\$ 8,279.25
Vickery Principal	\$ 10,000.00	\$ 48,741.10	\$ 58,741.10
Vose	\$ 1,000.00	\$ 358.21	\$ 1,358.21
Wallace, AG Anniversary	\$ 1,000.00	\$ 264.32	\$ 1,264.32
Wallace, AG Memorial	\$ 5,460.00	\$ 164.92	\$ 5,624.92
Wallace, Herbert I.	\$ 5,000.00	\$ 859.37	\$ 5,859.37
West	\$ 7,300.00	\$ 2,687.01	\$ 9,987.01
Willis	\$ 24,000.00	\$ 2,225.19	\$ 26,225.19
Unrestricted Funds	\$ 39,445.29	\$ 389,014.45	\$ 428,459.74
A&G Wallace Principal	\$ -	\$ 953,199.13	\$ 953,199.13
Total Trust Funds in Hands of Library Trustees	\$ 246,591.80	\$ 1,449,070.30	\$ 1,695,662.10

### Restricted income and expenses

[illegible]

Annual Report  
Fitchburg Public  
Library

## City budget

<u>Personal Services</u>	<u>City</u>	<u>Expenses</u>
Department Head	75,325	75,325
Clerical	3,258	0
Longevity	4,482	4,569
Overtime	455	1,308
Clothing Allowance	240	600
Professional	200,205	33,628
Pre-professional	79,156	189,221
Part-time Assistants & Pages	74,532	98,881
Custodian	33,669	63,486
<b>Total Personal Services</b>	<b>471,322</b>	<b>467,018</b>
<u>Library Expenses</u>	<u>City</u>	<u>Expenses</u>
Electricity	50,000	50,480
Telephone	270	21
Office Supplies	424	436
Building & Ground Supplies	3,000	3,023
Maintenance of Equip.	2,000	2,000
Heating Fuel	50,000	50,884
Printing	200	235
Repair & Care	10,000	9,838
Circulation Supplies	500	683
Cataloging Supplies	500	60
Books & Materials Adult	50,000	50,662
Books & Materials Child	14,000	12,558
Data Processing	30,000	29,732
Building Maintenance	10,000	10,316
<b>Total Library Expenditures</b>	<b>220,894</b>	<b>220,894</b>
<b>Revolving Account</b>	<b>27,065</b>	<b>20,673</b>

Reading waived. Report placed on file in the City Clerk's Office by unanimous vote. 10 members present. Board consists of 11 members.

-----

**REPORTS OF COMMITTEES****APPOINTMENTS COMMITTEE****Meeting of May 10, 2016**

The Appointments Committee recommended the following Appointment be confirmed:

**Chief Procurement Officer for the City of Fitchburg**

Ms. Mary Delaney, 127 Temple Street, Gardner, MA 01440  
(Term to expire June 1, 2019)

Report read and accepted. Appointment confirmed by vote of 9 in favor and 1 opposed (Beauchemin). 10 members present. Board consists of 11 members.

**APPOINTMENTS COMMITTEE****Oral Report of meeting held on May 17, 2016**

The Appointments Committee recommended the following Appointments be confirmed:

**New Appointments:****Zoning Board of Appeals**

(Term to expire January 1, 2021)

Mr. Anthony M. Zarella, 371 Wanoosnoc Road, Fitchburg, MA 01420

Appointment confirmed by unanimous vote. 10 members present. Board consists of 11 members.

**Permanent Reserve Police Officer for the City of Fitchburg**

Demetrice D. Phillips

Report read and accepted. Appointment confirmed by unanimous vote. 10 members present. Board consists of 11 members. Following confirmation, Officer Phillips was sworn in by the City Clerk.

**Council as a Whole Committee Oral Report****Meeting of May 17, 2016**

Discussion regarding one-lane Main St. 245-14. PETITION: Councillor Joel Kaddy and various city residents to make Main Street a one lane street with a bike lane on the left from Blossom Street to the old City Hall. Including parking at Monument Park for library only. Also raise crosswalks for pedestrian safety.

The Committee of the Council as a Whole was called to order by President Kushmerek at 6:06PM in Memorial Middle School library on May 17, 2016. 8 members present. Councillor Donnelly arrived at 6:14PM. Councillor Joseph arrived at 6:48PM. Councillor Bean was absent.

A presentation on a proposed plan for one-lane Main Street was conducted by Andrew Leonard of A.T. Leonard & Associates:

Reports of  
Committees

Council as a  
Whole Committee  
(cont)



**CONVERSION OF MAIN STREET TO ONE LANE  
FOR A SAFER, MORE WALKABLE DOWNTOWN  
INITIAL STUDIES**

MAY 17, 2016

Reports of  
Committees

Council as a  
Whole Committee  
(cont)

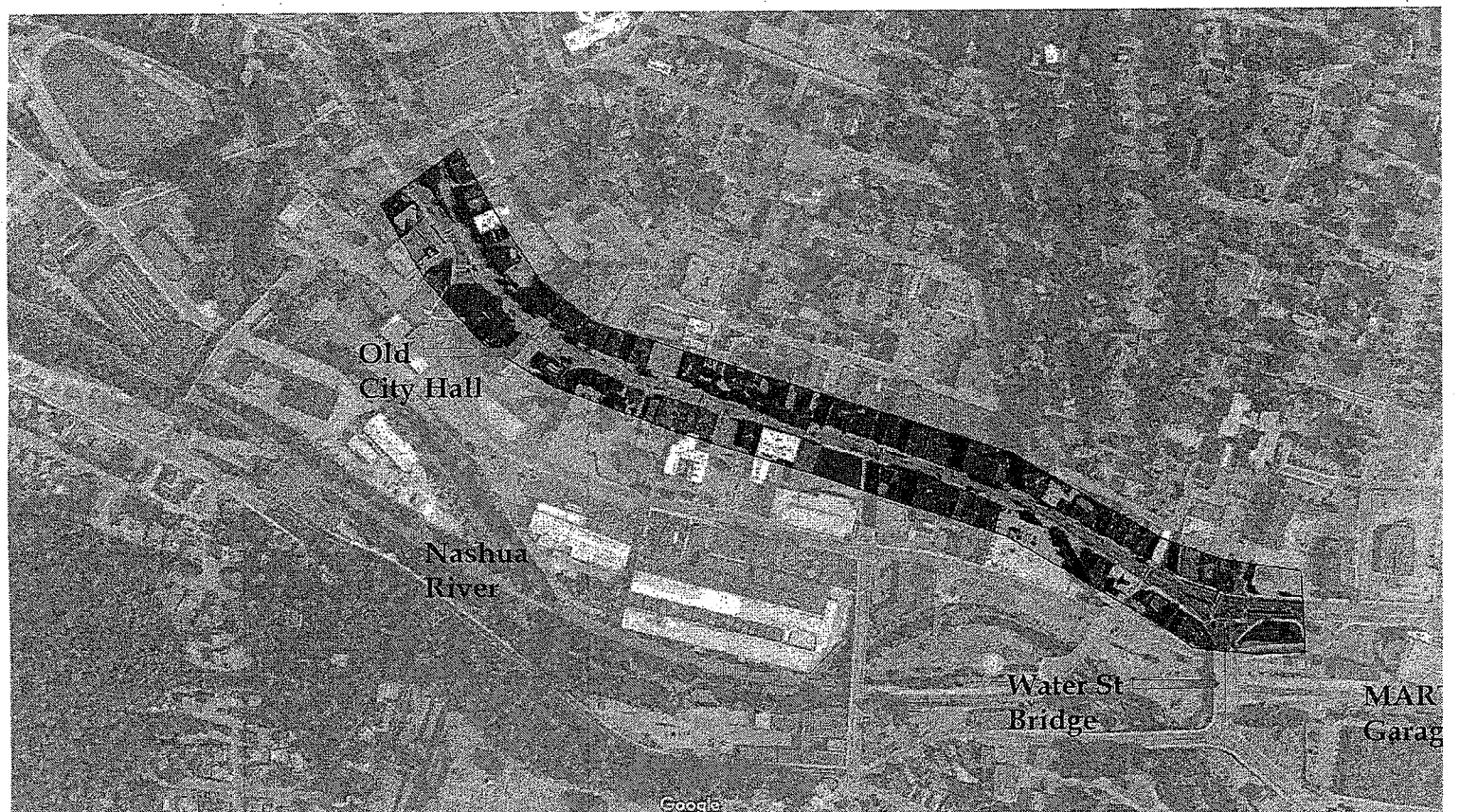
Locus Map



Reports of  
Committees

Council as a  
Whole Committee  
(cont)

Focus Area

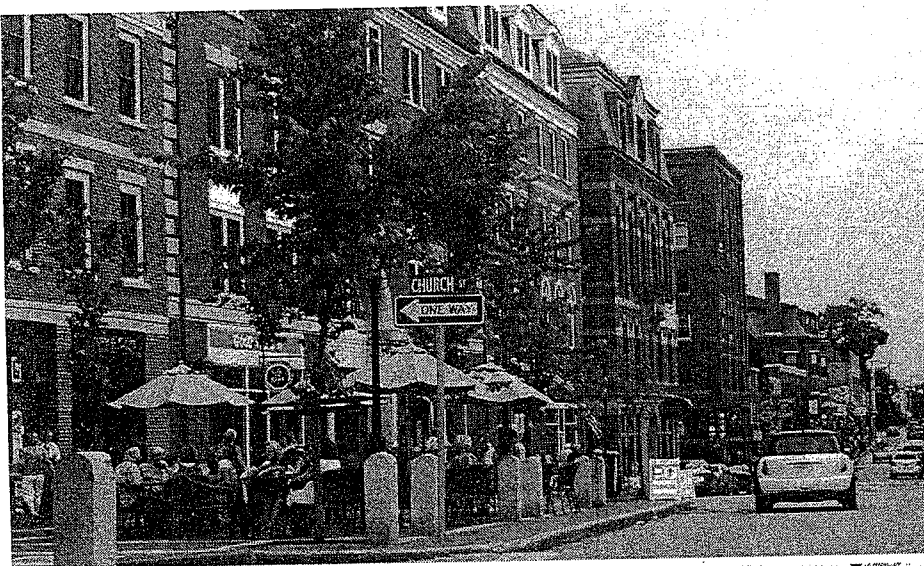




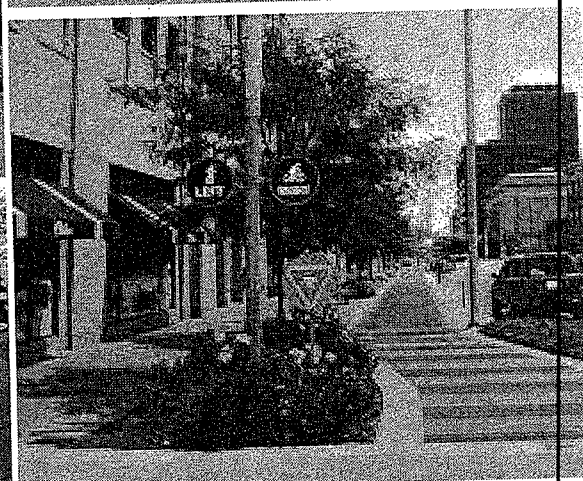
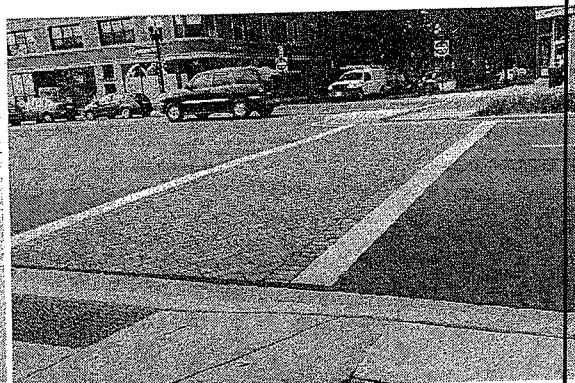
Reports of  
Committees

Council as a  
Whole Committee  
(cont)

Goal...A Safer & More Walkable Downtown



- One Lane Traffic
- Multi Modal
- Slow Traffic
- Improve Safety
- Pedestrian Friendly
- Business Friendly Destination

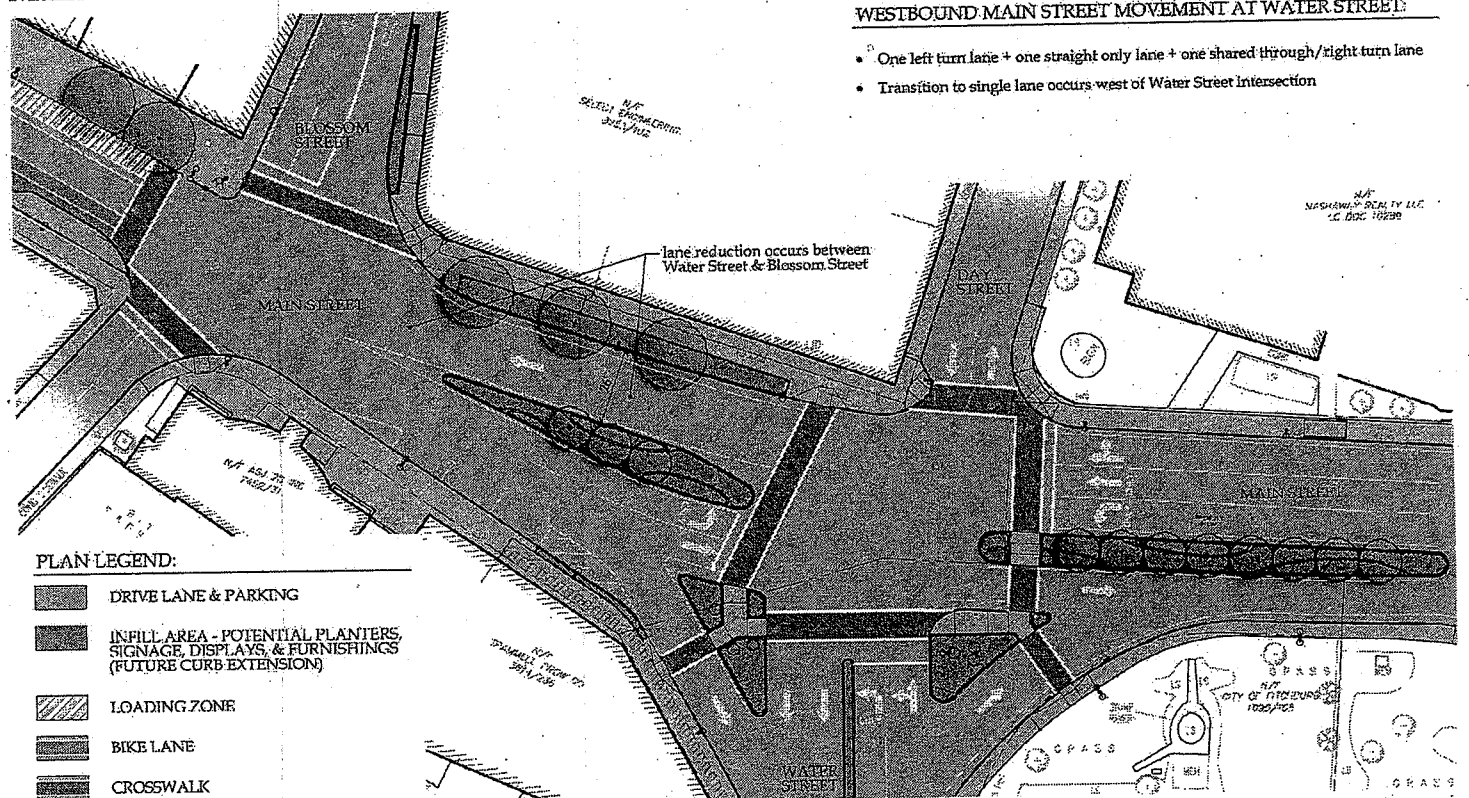




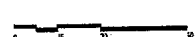
Reports of  
Committees

Council as a  
Whole Committee  
(cont)

### Main & Water Street Intersection



FITCHBURG MAIN STREET - ONE LANE STUDY  
FITCHBURG, MASSACHUSETTS MAY 16, 2016



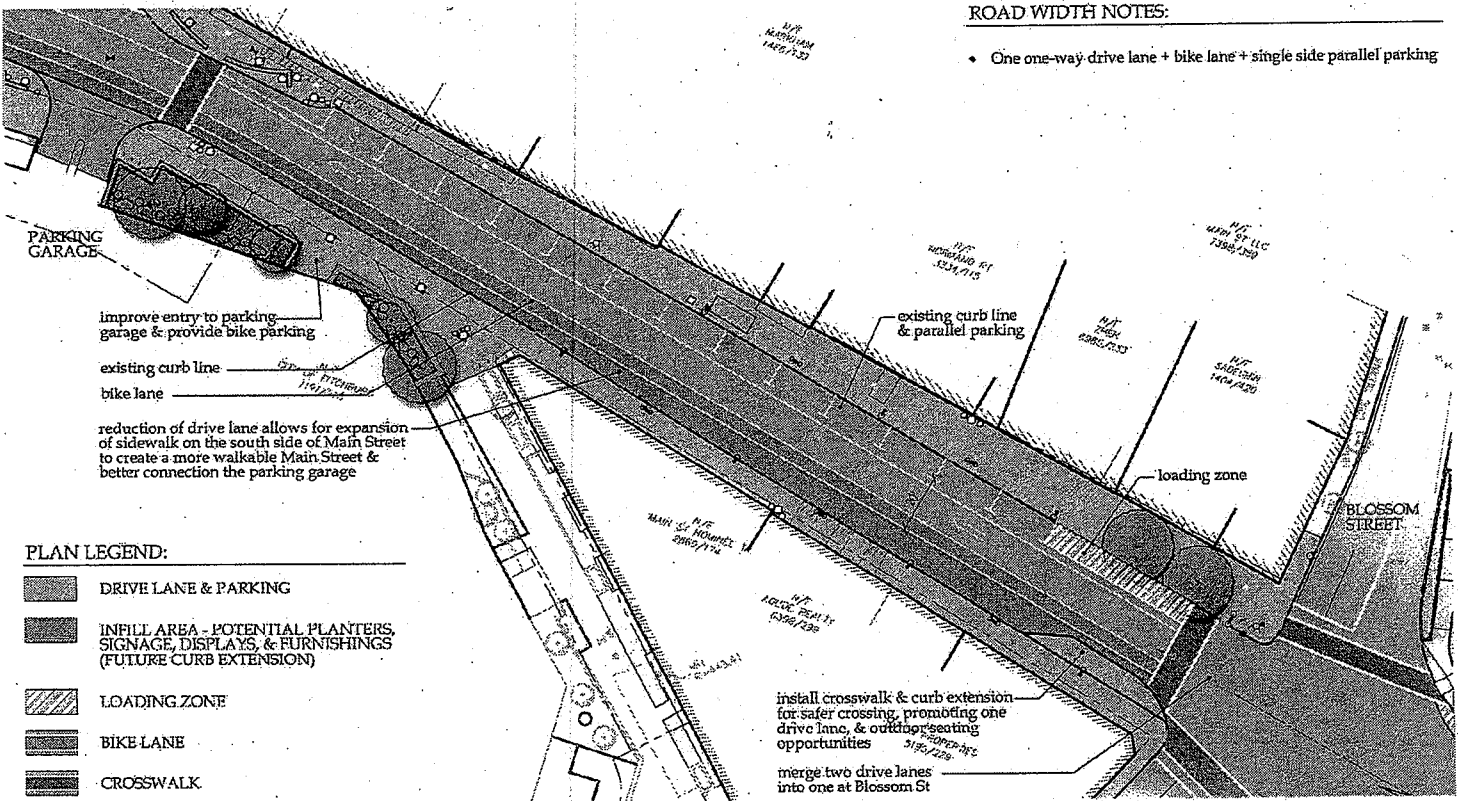
Tighe & Bond



A.T. LEONARD & ASSOCIATES  
LANDSCAPE ARCHITECTS

Reports of Committees  
Council as a Whole Committee (cont)

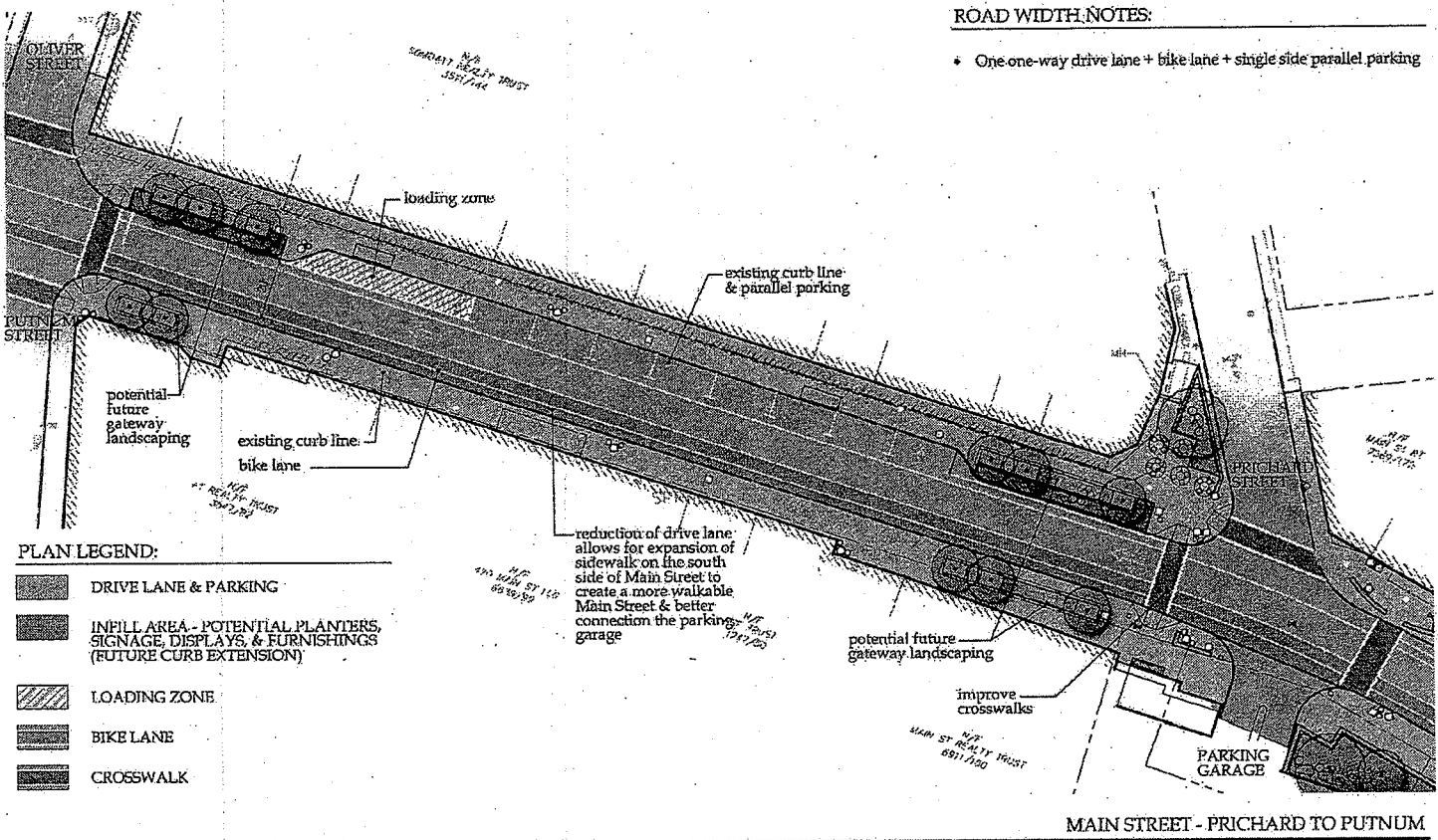
Blossom to Prichard



Reports of  
Committees

Council as a  
Whole Committee  
(cont)

Prichard to Oliver

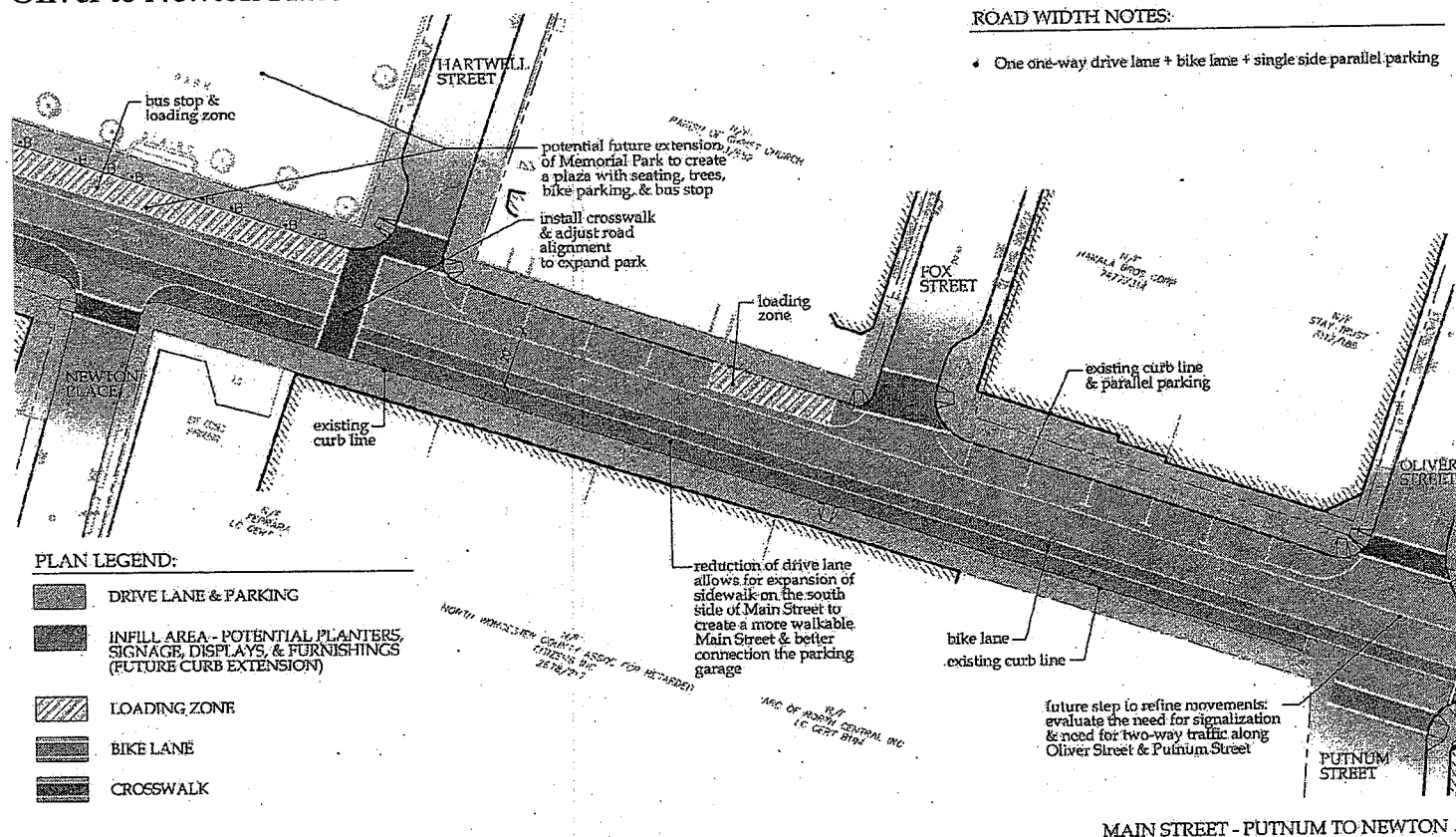


FITCHBURG MAIN STREET - ONE LANE STUDY  
FITCHBURG, MASSACHUSETTS MAY 16, 2016

Reports of  
Committees

Council as a  
Whole Committee  
(cont)

Oliver to Newton Place



FITCHBURG MAIN STREET - ONE LANE STUDY  
FITCHBURG, MASSACHUSETTS  
MAY 16, 2016

0 10 20 40 ft



Tighe & Bond

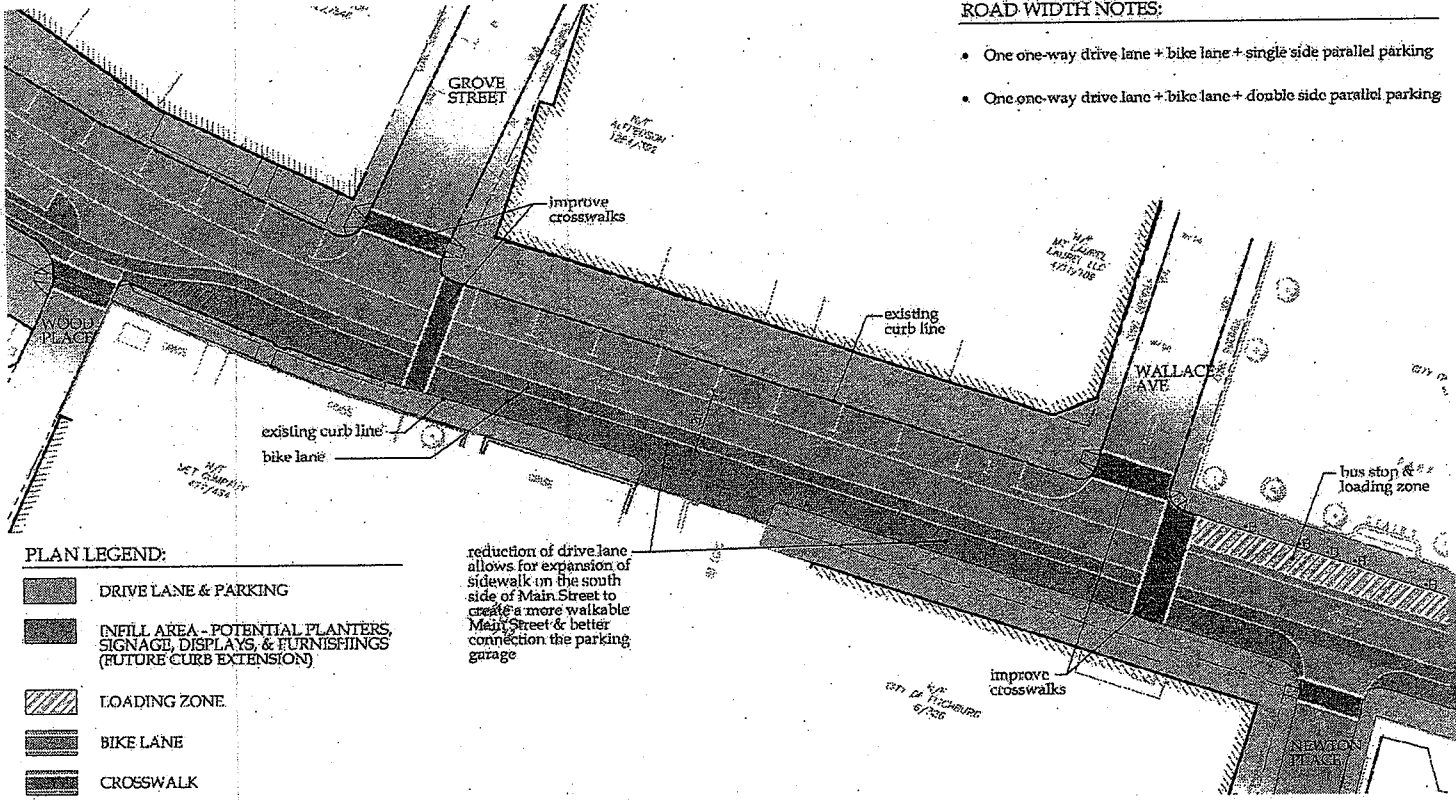


A. T. LEONARD & ASSOCIATES  
SHAPING LANDSCAPE FOR LIVING AND LEARNING

Reports of Committees

Council as a Whole Committee (cont)

Newton Place to Wood Place



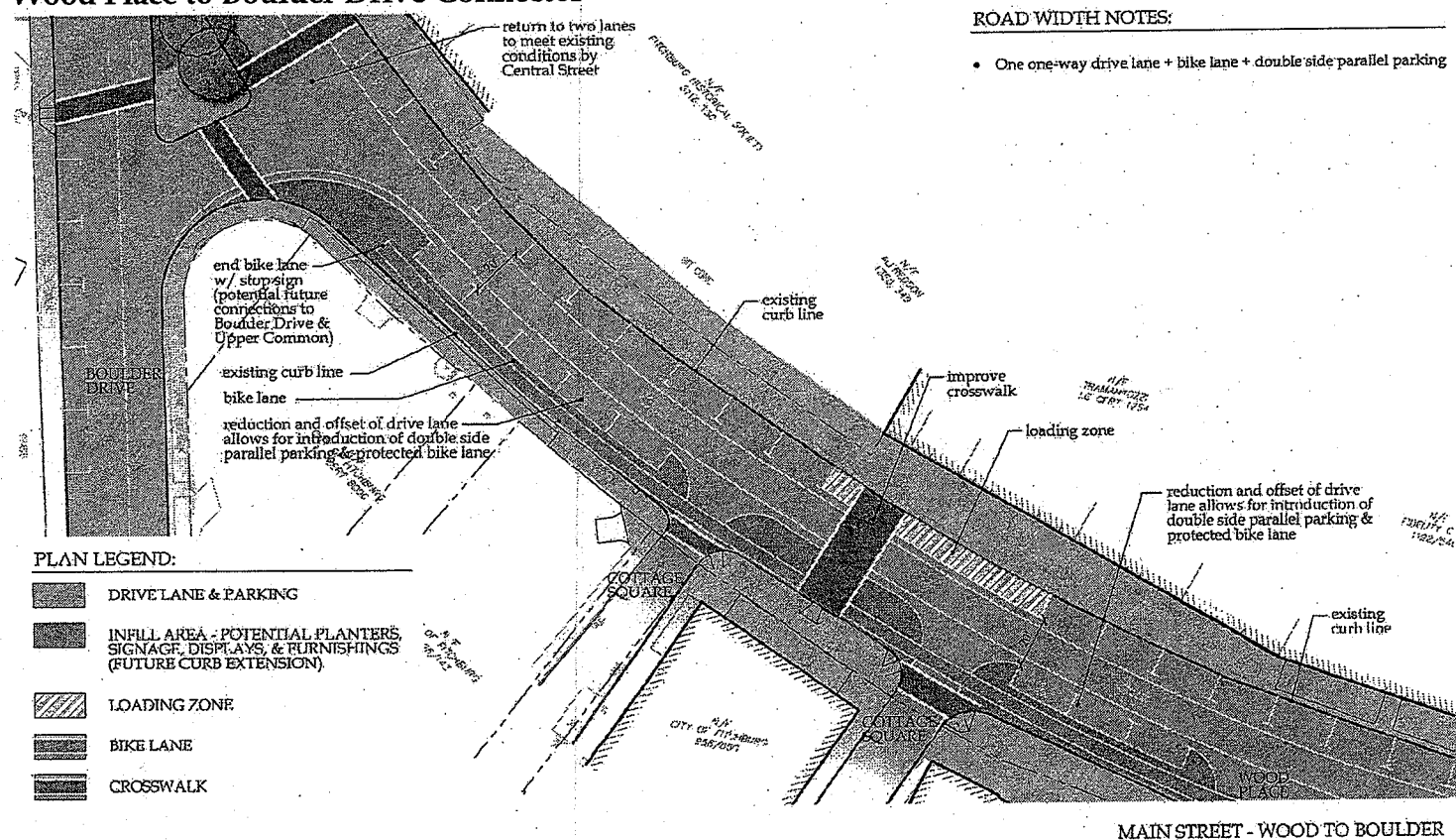
- ROAD WIDTH NOTES:
- One one-way drive lane + bike lane + single side parallel parking
  - One one-way drive lane + bike lane + double side parallel parking

PLAN LEGEND:

[Symbol]	DRIVE LANE & PARKING
[Symbol]	INFILL AREA - POTENTIAL PLANTERS, SIGNAGE, DISPLAYS, & FURNISHINGS (FUTURE CURB EXTENSION)
[Symbol]	LOADING ZONE
[Symbol]	BIKE LANE
[Symbol]	CROSSWALK

reduction of drive lane allows for expansion of sidewalk on the south side of Main Street to create a more walkable Main Street & better connection the parking garage

### Wood Place to Boulder Drive Connector



#### ROAD WIDTH NOTES:

- One one-way drive lane + bike lane + double side parallel parking

#### MAIN STREET - WOOD TO BOULDER

Reports of  
Committees

Council as a  
Whole Committee  
(cont)

**One Lane Main Street Traffic Notes:**

**Positive Aspects as Defined By the Institute of Traffic Engineers**

- Road Diet - Reduction of Vehicular Lanes for the Gain of Space for Other Modes of Transportation and Reduced Speed

- Contextual Sensitive Solution - Solution Supportive of the Businesses and Residents of the Mixed Use Downtown Area

- Complete Streets - Multi Modal Approach to Balance the Need of a Number of Transit Options, Increase Green Space

**Traffic Engineer Found that Main Street As a One Lane Street Can:**

Properly Accommodate the Traffic Volumes as a One Lane Street

Maintain Current Movements Capability

Slow Traffic

Maintain Public Safety Access

Increase Safety Buffer between Drive Lane and Parked Cars

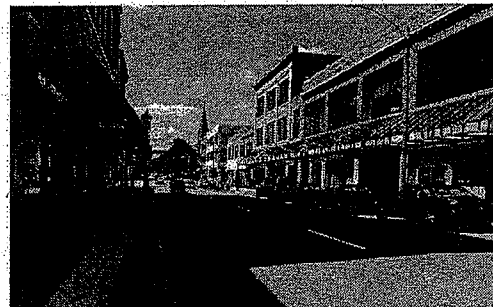
Increase Access of Transit, Loading & Bicycles

Reports of  
Committees

Council as a  
Whole Committee  
(cont)

**Summary**

- Reduce Main Street to One Lane from Blossom St to Boulder Drive Connector
- Slow Traffic and Shorten Crosswalk Lengths
- Promote Pedestrian Safety and Pedestrian Access to Businesses
- Introduce Bike Lane and Improve Bus Access
- Provide Safety Zone for Parked Cars
- Capture Part of the Street for Planters and Signage to Effectively Widen the Sidewalk
- Maintain Public Safety Access
- Increase Quantity of Loading Zones
- Limit Impact on Parking
- Limit Initial Cost to Implement and Maintain Long Term Movement Flexibility





Reports of  
CommitteesCouncil as a  
Whole Committee  
(cont)

Several individuals spoke in support of the petition as follows:

1. Mr. Jay Bry, VP Finance & Administration-Fitchburg State University and member of Fitchburg Pride.
2. Mary Jo Bohart, Fitchburg Economic Development Director.
3. Mr. Stephen Curry, Fitchburg Board of Health Director.
4. Mr. Josiah Richards, city resident.
5. Mr. Lenny Laakso, DPW Commissioner.
6. Ms. Tricia Pistone, VP Policy & Development-MOC and member of ReImagine North of Main.

7. Mr. Marc Dohan, New Vue Communities and Fitchburg Pride.

8. Tom Skwierawski, ReImagine North of Main Coordinator.

Discussion ensued with Councillors expressing various comments, concerns, suggestions.

Councillors generally in favor of the proposal voiced support for the improvements it would create for public safety.

Questions about funding were answered by DPW Commissioner Lenny Laakso who stated the necessary signage and line painting could be accomplished for \$10,000 - \$15,000 which could be covered out of this year's budget.

Councillors expressing concern with the project questioned whether deliveries, buses and taxis would negatively impact traffic flow, also the bottleneck of traffic that occurs now at Moran Square and the Upper Common. The idea of a trial run of a one-lane design was suggested.

The Committee recommended that the petition be granted by vote of 8 in favor and 2 opposed (Joseph, Beauchemin).

Meeting adjourned at 7:24PM.

Report read and accepted and petition granted by unanimous vote. 10 members present. Board consists of 11 members.

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RESOLUTION

088-16. RESOLUTION: Adopting the Montachusett Region Natural Hazard Mitigation Plan 2015 update.



*The City of Fitchburg*  
*Massachusetts*  
OFFICE OF THE MAYOR

STEPHEN L. DINATALE  
MAYOR  
166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL. (978) 829-1801

AARON TOURIGNY  
CHIEF OF STAFF  
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID  
ADMINISTRATIVE AIDE  
JDAVID@FITCHBURGMA.GOV

CERTIFICATE OF ADOPTION  
CITY OF FITCHBURG, MASSACHUSETTS  
A RESOLUTION ADOPTING

THE MONTACHUSETT REGION NATURAL HAZARD MITIGATION PLAN 2015 UPDATE

WHEREAS, the City of Fitchburg recognizes the threat that natural hazards pose to people and property within the community; and

WHEREAS, the City of Fitchburg has prepared a multi-hazard mitigation plan, hereby known as the Montachusett Region Natural Hazard Mitigation Plan 2015 Update in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Montachusett Region Natural Hazard Mitigation Plan 2015 Update identifies goals and actions to reduce or eliminate long-term risk to people and property in the community from the impacts of future hazards and disasters; and

WHEREAS, public and committee meetings were held between January 31, 2012 and September 29, 2014 regarding the development and review of the Montachusett Region Natural Hazard Mitigation Plan 2015 Update; and

WHEREAS adoption by the community demonstrates our commitment to hazard mitigation and achieving goals outlined in the Montachusett Region Natural Hazard Mitigation Plan 2015 Update.

NOW THEREFORE, BE IT RESOLVED that the City of Fitchburg adopts the Montachusett Region Natural Hazard Mitigation Plan 2015 Update at meeting of the City Council held on \_\_\_\_\_  
(date)

By: \_\_\_\_\_  
(print) Mayor of Fitchburg

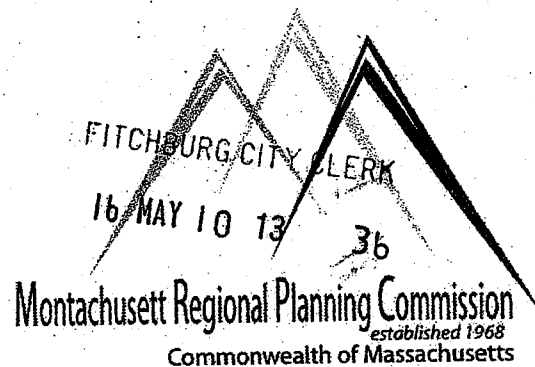
\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

## Resolution (cont)

May 6, 2016

Stephen DiNatale, Mayor  
City of Fitchburg  
City Hall – 166 Boulder Drive  
Fitchburg, MA 01420



Dear Mayor DiNatale:

As you know, the Montachusett Regional Planning Commission (MRPC) with your community's assistance updated the 2008 Montachusett Region Natural Hazard Mitigation Plan. In 2014 your community was provided an opportunity for final input to the Montachusett Region Natural Hazard Mitigation Plan 2015 Update at a public meeting held in your community. Changes requested and provided to MRPC were completed at that time. Subsequent to that, revisions were also made to the plan based on comments from the Massachusetts Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) which were also provided for your community's review. For a community to be eligible for FEMA hazard mitigation assistance grants they must have a locally adopted and FEMA approved Natural Hazard Mitigation Plan.

FEMA has approved the Montachusett Region Natural Hazard Mitigation Plan 2015 Update. The approved plan is enclosed in electronic format.

The next step in this process is the local adoption of the Montachusett Region Natural Hazard Mitigation Plan 2015 Update and execution of the Certification of Adoption (attached). Please place the Certificate of Adoption on letterhead, adopt, sign, and once executed scan and email to [jhume@mrpc.org](mailto:jhume@mrpc.org). MRPC will then forward the Certificate to MEMA. FEMA will then issue an official approval letter to the community indicating they are eligible to apply for FEMA hazard mitigation assistance programs. It is important that the executed Certificate of Adoption be returned in a timely fashion so that your community can potentially apply for grant funding.

MRPC thanks you for your assistance throughout this process. If you have any questions, please contact me at (978)345-7376 extension 302 or [jhume@mrpc.org](mailto:jhume@mrpc.org)

Sincerely,

A handwritten signature in cursive script, appearing to read "John Hume".

John Hume  
Planning and Development Director

CC: Emergency Management Director

1427R Water Street Fitchburg, MA 01453 978.345.7376 fax: 978.348.2490 email: [mrpc@mrpc.org](mailto:mrpc@mrpc.org)

Resolution read and adopted by unanimous vote. 10 members present. Board consists of 11 members. Resolution signed by the Mayor May 18, 2016.

Order-Other

ORDER-OTHER

The following Order was referred to a public hearing  
June 21, 2016:

089-16. ORDER: Laying out Turkey Hill Road and Goodfellow Drive and establish as public streets.  
(Reference Petition #215-15)

City of Fitchburg

FITCHBURG CITY CLERK

ORDERED: -- That

In City Council,

16 MAY 11 09 03

WHEREAS, in the opinion of the City Council of the City of Fitchburg common convenience and necessity require that Turkey Hill Road and Goodfellow Drive should be laid out as public streets or ways of the said City; under the provisions of law authorizing same, from the intersection of Turkey Hill Road with Mt. Elam Road, continuing westerly, to the intersection of Turkey Hill Road with its intersection with Goodfellow Drive, a circular road, and thereafter, around Goodfellow Drive, all as more particularly hereinafter described, and for that purpose it is necessary to take, an easement in, the parcel of land hereinafter described, and

WHEREAS, a public hearing, in the manner provided by law, has been duly held in connection with the proposed laying out of said public street or way, it is therefore

ORDERED that Turkey Hill Road and Goodfellow Drive be and are hereby laid out and established as public streets or ways of the said City, under the provisions of law authorizing same according to the plans and profiles of the said Turkey Hill Road and Goodfellow Drive, signed by the Commission of Public Works, dated May 2, 2016, and recorded in the office of the said Commissioner as Plan and Profile No. 9-D-9727, which plan an profile is hereby made a part hereof. See also plan recorded in the Worcester North Registry of Deeds at Book 444, Page 22, where Turkey Hill Road is shown as Proposed Road "A" and Goodfellow Drive is shown as Proposed Road "B", and

WHEREAS, the City Council has made no appropriation of monies for the purposes of taking said easement in the following described parcel of land, as same is being donated to the City of Fitchburg, it is hereby

ORDERED, that an easement over the following described parcel of land with the trees thereon, and structures affixed thereto, be and the same is hereby taken for said public street or way:--

(Description of Land Taken)

See metes and bounds description attached hereto as Exhibit "A".

It is also ordered that the following described parcel of land is taken for a temporary construction easement. Said easement to expire upon the completion of construction work: NONE.

The separate lots of the above described taking with the owners and areas are as follows:

Owner	Lot	Area
Alex Developers, LLC	Turkey Hill Road and Goodfellow Drive	76,935 Sq. Ft. combined

and it is further

ORDERED that the following persons whose property over which an easmen has been taken or who are otherwise entitled to damages on account of such taking be awarded, and they hereby are awarded, as the damages sustained by them the following amount severally set against their names.

Names	Parcel #	Amounts
Alex Developers, LLC	Turkey Hill Road and Goodfellow Drive	\$0.00

Order-Other (cont)

**EXHIBIT A**

CERTAIN ROADWAYS ON THE WESTERLY SIDE OF MT. ELAM IN THE CITY OF FITCHBURG, IN THE COUNTY OF WOCESTER, COMMONWEALTH OF MASSACHUSETTS, AS SHOWN ON PLANS ENTITLED "AS-BUILT PLAN (A1, B1, B2) FITCHBURG, MA", PREPARED FOR JAMES PAPPAS, PREPARED BY NEW ENGLAND ENGINEERING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING: AT A POINT AT A BOUND AT THE WEST SIDE OF MT. ELAM ROAD AND NORTH SIDE OF TURKEY HILL;

THENCE: BEARING S 88-40-54 W A DISTANCE OF 301.29 FEET ALONG TURKEY HILL ROAD TO A BOUND AT A TANGENTIAL CURVE;

THENCE: ALONG A CURVE TO THE RIGHT ALONG TURKEY HILL, HAVING A RADIUS OF 130.000 FEET, A DISTANCE OF 42.73 FEET;

THENCE: BEARING N 72-29-7 W ALONG TURKEY HILL, A DISTANCE OF 122.150 FEET A TANGENTIAL CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE RIGHT, ALONG TURKEY HILL, HAVING A RADIUS OF 20.00 FEET, FOR A DISTANCE OF 35.20 FEET TO A BOUND;

THENCE: ALONG A CURVE TO THE LEFT, ALONG GOODFELLOW DRIVE, HAVING A RADIUS OF 170.00 FEET A DISTANCE OF 29.38 FEET TO A BOUND;

THENCE: N 18° 27' 46" E FOR A DISTANCE OF 54.48 FEET GOODFELLOW DRIVE TO THE A BOUND AT A TANGENTIAL CURVE BEGINNING OF A CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE LEFT THROUGH HAVING A RADIUS OF 170.00 FEET, AND FOR A DISTANCE OF 352.18 FEET TO A TANGENTIAL LINE;

THENCE: S 79° 46' 00" W ALONG GOODFELLOW DRIVE FOR A DISTANCE OF 129.86 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE LEFT ALONG GOODFELLOW DRIVE, HAVING A RADIUS OF 170.00 FEET, FOR A DISTANCE OF 215.06 FEET TO A BOUND AND A TANGENTIAL CURVE;

THENCE: S 07° 17' 02" W ALONG GOODFELLOW DRIVE FOR A DISTANCE OF 125.01 FEET TO, A TANGENTIAL CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE LEFT, ALONG GOODFELLOW DRIVE HAVING A RADIUS OF 170.00 FEET, FOR A DISTANCE OF 398.56 FEET TO A TANGENTIAL LINE;

THENCE: N 52° 57' 21" E FOR A DISTANCE OF 151.49' FEET TO THE BEGINNING OF A CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, FOR A DISTANCE OF 19.04 FEET TO A NON-TANGENTIAL LINE;

THENCE: BEARING S 72-29-7 E ALONG TURKEY HILL ROAD A DISTANCE OF 157.93 FEET TO A TANGENTIAL CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE LEFT ALONGT TURKEY HILL ROAD, HAVING A RADIUS OF 170.00 FEET, FOR A DISTANCE OF 55.88 FEET TO A BOUND AND A TANGENTIAL CURVE;

THENCE: BEARING N 88-40-7 E ALONG TURKEY HILL DRIVE. A DISTANCE OF 264.60 FEET TO A TANGENTIAL CURVE;

THENCE: ALONG SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25 FEET, FOR A DISTANCE OF 43.58 FEET TO A BOUND;

THENCE: BEARING N 8-33-30 E A DISTANCE OF 70.31 FEET TO THE POINT OF BEGINNING.

THE ROADWAY RIGHT OF WAY BEING 40 FEET IN WIDTH, AND CONTAINING AN AREA 76,935 SF (1.77 Ac).

Pappas: Turkey Hill & Goodfellow.StreetEasement.5.9.16

## Loan Order

**LOAN ORDER**

073-16. LOAN ORDER: that the sum of Nine Hundred Thousand Dollars (\$900,000) be and hereby is appropriated to pay the cost of parking garage repairs, including the payment of costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$900,000 under G.L. c.44, s 7(3A) or any other enabling legislation; that the Mayor is authorized take any other action necessary or convenient to carry out this project; and that the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any or all of the bonds authorized by this order and to provide such information and execute such documents as the Municipal Finance Oversight Board may require for these purposes.

Order was passed to a final reading, adopted, and ordered advertised by roll call vote of 10 in favor and 0 opposed. 10 members present. Board consists of 11 members.  
Loan Order signed by the Mayor May 18, 2016.

**ORDERS-FINANCE**

## Orders-Finance

The following Orders were referred to the Finance Committee:

- 090-16. ORDERED THAT: There be and hereby is appropriated the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000), same to be charged against AVAILABLE FUNDS and credited to COMMUNITY DEVELOPMENT-DEMOLITION.
- 091-16. ORDERED THAT: The City of Fitchburg hereby accepts the gift of approximately \$260,000 from the Fitchburg Redevelopment Authority for the purpose of funding Demolition Activities in the approved Urban Renewal Area.
- 092-16. ORDERED THAT: The City of Fitchburg hereby accepts and appropriates the insurance proceeds of approximately \$60,000 for Demolition Activities involving 39-43 West Street and 28 Oliver Street (former Central Fire Headquarters).
- 093-16. ORDERED THAT: There be and hereby is appropriated the sum of THREE HUNDRED NINETY THOUSAND DOLLARS (\$390,000), same to be charged against AVAILABLE FUNDS and credited to accounts as follows: \$320,000 to HEALTH INSURANCE and \$70,000 to UNEMPLOYMENT COMPENSATION.

**FY2017 BUDGET RELATED ORDERS**

The following FY2017 Budget related Orders were referred to the Council as a Whole Committee:

- 094-16. ORDER: The Mayor's FY2017 Operating Budget:  
General Fund: \$112,944,282  
Airport: \$ 743,425  
Wastewater: \$ 11,444,025  
Water: \$ 5,976,469
- 095-16. ORDERED THAT: There be and hereby is appropriated the sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000), same to be credited to the Fiscal Year 2017 TAX LEVY and charged against OVERLAY SURPLUS.
- 096-16. ORDERED THAT: There be and hereby is appropriated the sum of TWO HUNDRED FIVE THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$205,256), same to be charged against PARKING/METER GARAGE RECEIPTS and credited to Fiscal Year 2017 accounts as follows:  
Treasurer Personal Services: \$ 84,256  
Treasurer Expenses: \$121,000
- 097-16. ORDERED THAT: There be and hereby is appropriated the sum of FIFTEEN THOUSAND DOLLARS (\$15,000), same to be charged against CEMETERY SALE OF LOTS AND GRAVES and credited to Fiscal Year 2017 accounts as follows:  
Cemetery Personal Services: \$15,000
- 098-16. ORDERED THAT: There be and hereby is appropriated the sum of SEVEN HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$743,425), same to be charged against AIRPORT RECEIPTS RESERVED and credited to Fiscal Year 2017 Airport Fund accounts as follows:  
Personal Services: \$225,118  
Expenses: \$518,307
- 099-16. ORDERED THAT: There be and hereby is appropriated the sum of ELEVEN MILLION FOUR HUNDRED FORTY-FOUR THOUSAND TWENTY-FIVE DOLLARS (\$11,444,025), charging (\$10,261,100) against WASTEWATER ENTERPRISE FUND RECEIPTS and \$1,182,925 against WASTEWATER ENTERPRISE RETAINED EARNINGS and crediting Fiscal Year 2017 Wastewater Enterprise Fund accounts as follows:  
Personal Services \$2,223,325  
Expenses \$3,150,700  
Indirect Costs \$ 950,000  
Debt Service \$4,520,000  
Capital Expenses \$ 600,000
- 100-16. ORDERED THAT: There be and hereby is appropriated the sum of FIVE MILLION NINE HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$5,976,469), charging \$5,870,000 against WATER ENTERPRISE FUND RECEIPTS and \$106,469 against WATER ENTERPRISE RETAINED EARNINGS and crediting Fiscal Year 2017 Water Enterprise Fund accounts as follows:  
Personal Services \$1,581,469  
Expenses \$1,410,000  
Indirect Costs \$ 720,000  
Debt Service \$1,835,000  
Capital Expenses \$ 430,000



FY2017 Budget  
Related Orders  
(cont)

101-16. ORDERED THAT: The City of Fitchburg is authorized to establish the following Revolving Funds for Fiscal 2017 pursuant to MGL ch.44, sec. 53E1/2, each with a maximum annual expenditure limit of \$100,000, and in accordance with the following specifications.

the City of Fitchburg is authorized to establish the following Revolving Funds for Fiscal 2017 pursuant to MGL Ch 44, sec. 53E1/2, each with a maximum annual expenditure limit of \$100,000, and in accordance with the following specifications:

REVOLVING FUND	PROGRAMS & PURPOSES	DEPARTMENTAL RECEIPTS	AUTHORIZATION TO EXPEND
Animal Control Police Department	<b>Animal Health &amp; Safety</b> Veterinary expenses, kennel, food, part-time wages, and related activities	All related fees, fines, reimbursements, & unrestricted donations	Chief of Police
Civic Days Mayor/Recreation Department	<b>Civic Events &amp; Activities</b> Advertising, contracted services, bands, fireworks, concessions supplies & materials, part-time wages, and related activities	All related fees, reimbursements, memberships & unrestricted donations	Mayor or Mayor's designee, Recreation Director
Communications Tower & Equipment Maintenance/Replacement Fire Department	<b>Tower Equipment Maintenance</b> Maintenance and/or replacement of the tower and its related equipment	All related rental fees	Fire Chief
Demolition Community Development	<b>Demolition and Code Enforcement</b> Demolition, boarding and securing, and abating public health nuisances related to abandoned or dilapidated properties as determined by city officials comprising the NICE Committee	All demolition liens, municipal abatement liens, and related insurance and other reimbursements provided they are not restricted (i.e. not CDBG, etc)	Community Development Director or designee
Public Cemetery Cemetery Department	<b>Public Cemetery Activities</b> Improvements to buildings, grounds, and equipment, costs related to memorialization activities, part-time wages and related activities	All related sales, rental fees, and unrestricted donations (i.e. not Trust funds, Sale of Lots and Graves, burial fees, CDBG, etc)	Cemetery Superintendent DPW Commissioner
Public Health Sustainability Board of Health	<b>Regional Public Health District Incentive Grant (PHDIG)</b> Costs related to regionalization efforts within the network district including personnel and related fringe benefits, contracted services, trainings, meetings, materials, supplies, travel costs, and related activities	All related reimbursement for services provided, annual membership fees, permit fees, and unrestricted donations	Director of Public Health

FY2017 Budget  
Related Orders  
(cont)

REVOLVING FUND	PROGRAMS & PURPOSES	DEPARTMENTAL RECEIPTS	AUTHORIZATION TO EXPEND
Public Library Fitchburg Public Library	<b>Public Library Activities &amp; Events</b> Updates to computers, printers, and other equipment related to providing service to the public and including but not limited to internet access and programs; wages to staff and custodians for overseeing non-library related events in the auditorium after hours, and any such related activities	All receipts related to library services and activities including rentals, overdue fines, processing fees, and unrestricted donations	Library Trustees or Chief Librarian
Traffic Enforcement Police Department	<b>Traffic Enforcement Program</b> Expenses and overtime wages devoted to increased traffic enforcement regarding motor vehicle vehicle violations in the City of Fitchburg	Limited to 25% of Civil Motor Vehicle Infraction (CMVI) fines received from Comm of Mass District Court	Chief of Police
Traffic Safety Equipment Police Department	<b>Traffic Safety Equipment</b> Procuring and maintaining equipment devoted to increased traffic safety in the City of Fitchburg	Limited to 25% of fees collected pursuant to the City's towing contract	Chief of Police
Senior Center Activities Council on Aging	<b>Senior Center Activities</b> Expenses and custodial wages related to rental of facility, costs of kitchen activities including daily coffee and pastry sales, and other such senior center events	All receipts related to senior center activities, including unrestricted donations	Executive Director of the Council on Aging
Sidewalk Department of Public Works	<b>Sidewalk Construction and Maintenance</b> Maintenance of existing sidewalks and construction of new sidewalks at the discretion of the DPW Commissioner	All receipts from developers resulting from Planning Board Board waivers of the sidewalk requirement for approved subdivisions	DPW Commissioner
Stormwater Maintenance Department of Public Works	<b>Stormwater Facilities Maintenance</b> Maintenance of existing stormwater facilities and to comply with stormwater regulations	All per-lot fees received from subdivision developers for maintenance of stormwater facilities	DPW Commissioner

FY2017 Budget  
Related Ordinance

**FY2017 BUDGET RELATED ORDINANCE**

102-16. ORDINANCE: That Chapter 44, Section 10 of the Code of the City of Fitchburg, as most recently amended, be further amended by adding thereto the following:  
UNDER POSITIONS PAID HOURLY: Effective 7/1/16

Playground Supervisor	\$15.00
Playground Instructor	\$11.00
Head Lifeguard	\$15.00
Lifeguard I	\$13.00
Lifeguard II	\$13.50
Pool Desk Attendant/Concessions	\$11.00
Splash Park Attendant	\$11.00
Temporary Seasonal Laborer/Groundskeeper	\$11.00

Ordinance was sent to a first and second reading, ordered advertised and referred to Council as a Whole Committee by unanimous vote. 10 members present. Board consists of 11 members.

**ORDINANCE**

082-16. ORDINANCE: Amend City Code Chapter Fourteen (14), Article I: Sale of City-owned Real Estate, section 14-2 Procedure by adding Paragraph H as follows:

**Be it ordained by the City Council of the City of Fitchburg, as follows:**

Amend City Code Chapter Fourteen (14), Article I: Sale of City-owned Real Estate, section 14-2 Procedure by adding Paragraph H as follows:

**"Nothing herein shall prevent the duly appointed custodian of tax possessions from applying any procedure set forth in Massachusetts General Law including but not limited to M.G.L. c. 60 §77B for selling or leasing property."**

City Code Chapter Fourteen (14), Article I: Sale of City-owned Real Estate, section 14-2 Procedure will then read as follows:

A. Upon a request for determination of surplus needs as to a particular piece of real property, from the Mayor, City Councilor or department head, or upon petition by an interested person, the Property Committee of the City Council shall cause a file to be established and a surplus needs survey shall be circulated to see if any department or official indicates an interest in the subject property for municipal purposes. After receipt of the survey results, the Property Committee shall vote on the issue of whether the subject property is in excess of the City's needs.

B. If the vote is affirmative, the Committee shall report same to the City Council for its deliberation and vote. If the Council votes that the subject property is in excess of the City's needs, the issue of its disposition shall be referred back to the City Council Property Committee for determination of value and referral to the bidding process.

Ordinance

C. The Property Committee shall refer the matter to the City's Purchasing Agent to advertise the property for sale together with any reuse restrictions on the property as determined by the Committee. Said advertisement shall indicate the bid process and bid deadline.

D. The value of the property in question shall be determined by the Assessors; provided, however, that if the assessed value of the property exceeds \$25,000, and the Committee may refer the matter to the Assistant City Solicitor who shall obtain an appraisal by an independent appraiser.

E. All bids on any property offered for sale by the City shall be accompanied by an administrative fee of \$175 and a bid fee in the amount equal to 5% of the total bid price. The administrative fee shall not be refundable; however, the bid fee shall be refunded to the unsuccessful bidders within 60 days of the opening of bids.

F. Upon receipt of qualified bids, the Property Committee shall deliberate and vote and refer a recommendation to the City Council.

G. For vacant land less than 10,000 square feet, City Council may use an alternative method for disposition. If City Council votes that the subject property is in excess of City needs, and upon the recommendation of the Property Committee, City Council may vote to designate the subject property to the Side Yard Sales Program. The square foot limit may be waived when designating a property to the Side Yard Sales Program. The Side Yard Sales Committee, which oversees the program, shall be composed of the Treasurer, the Chief Assessor, and the Chairman of the City Council Property Committee. Upon the recommendation of the Side Yard Sales Committee, City Council may vote to sell the subject property.

**H. Nothing herein shall prevent the duly appointed custodian of tax possessions from applying any procedure set forth in Massachusetts General Law including but not limited to M.G.L. c. 60 §77B for selling or leasing property.**

(Reference Petition #69-16)

Ordinance was passed to a third and final reading and adopted to be enrolled, ordained, and advertised by unanimous vote. 10 members present. Board consists of 11 members.  
Ordinance signed by the Mayor May 18, 2016.

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PETITIONS

Petitions

The following Petition was referred to the City Property Committee:

- 103-16. Calvin D. Brooks, Treasurer, to request the City Solicitor to draft a deed in lieu of foreclosure, pursuant to M.G.L. Ch. 60, S. 77C, for a parcel on Princeton Road owned by Anthony J. LaCava Family Trust, 460 Totten Pond Road, Waltham, MA 02451, to wit., parcel S53-8-1.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Request the City Solicitor to draft a deed in lieu of foreclosure, pursuant to M.G.L. Chapter 60, section 77C, for a parcel on Princeton Road owned by Anthony J. LaCava Family Trust, 460 Totten Pond Road, Waltham, MA 02451, to wit., parcel S53-8-1.

An Instrument of Taking were signed on April 22, 2011, for failure to pay FY2010 taxes. Subsequent taxes have not been paid and have been added to the tax account. This parcel is across the street from Great Wolf Lodge.

Respectfully submitted,



Calvin D. Brooks  
Treasurer

FITCHBURG CITY CLERK  
16 MAY - 2 10 53

*City of Fitchburg,* May 17, 2016

Petitions (cont)

The following Petition was referred to the Finance Committee:

104-16. Atty. Vincent P. Pusateri, City Solicitor, to authorize the Mayor to enter in negotiations and execute a PILOT Agreement with Fitchburg Solar Project to be located at 549 Fisher Road.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

FITCHBURG CITY CLERK

16 MAY 12 10 17

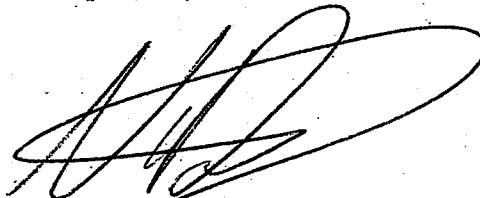
Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Authorize the Mayor to enter into negotiations and execute a PILOT Agreement with Fitchburg Solar LLC, regarding a Solar Project to be located at 549 Fisher Road.

In the alternative the Petitioner respectfully requests the City Council approve a PILOT Agreement substantially similar in form to the attached PILOT Agreement.

Respectfully submitted,



Vincent P. Pusateri,  
Fitchburg City Solicitor

Petitions (cont)

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AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY ATTRIBUTABLE TO  
A RENEWABLE ENERGY FACILITY

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Pursuant to Massachusetts General Laws Chapters 59, §38H (b), and 164, §1;

BETWEEN:

THE CITY OF FITCHBURG

AND

FITCHBURG SOLAR, LLC, AND BRUCE AND ANGELA WILLARD

Date: May \_\_, 2016

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR  
PERSONAL PROPERTY  
ATTRIBUTABLE TO A RENEWABLE ENERGY FACILITY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY (Agreement) is made and entered into as of May \_\_, 2016 by and between FITCHBURG SOLAR, LLC, a Delaware limited liability company having a usual place of business at 4 Liberty Square, 3<sup>rd</sup> Floor, Boston, MA 02019 or their successors and assigns (Developer), and the CITY OF FITCHBURG, a municipal corporation located in Worcester County, Commonwealth of Massachusetts (City), and the owner of the property now or formerly owned by Bruce and Angela Willard, or their successors and assigns, (Owner).

WHEREAS, Developer is a "generation company" engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public, or a "wholesale generation company" engaged in the business of producing, manufacturing or generating electricity for sale at wholesale only, as such terms are defined in the Massachusetts General Laws Chapters 59, §38H (b), and 164, §1;

WHEREAS, Developer has entered into or will enter into a lease with the Owner of a portion of an approximately 45 acre parcel of land located at 549 Fisher Road, Fitchburg, Worcester County, Massachusetts, as more particularly shown on Assessors Map 189, Block 2, Lot 0 (Property) see Exhibit 'A' attached hereto and incorporated herein, and plans to build, and own, operate and maintain thereon a photovoltaic facility with an expected Nameplate Capacity (defined below) of approximately five hundred forty (540) kilowatts AC, and with an expected completion date of December 31, 2016 (Project);

WHEREAS, it is the intention of the Parties that Developer make annual payments to the City for the term of this Agreement in lieu of personal property taxes attributable to the Project in accordance with G.L. c.59, §38H (b) and other applicable laws and regulations, including regulations of the Massachusetts Department of Revenue and the assessment of real property shall not be governed by this Agreement;

WHEREAS, because both Developer and the City need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law as a result of the Project, the Parties believe that it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement and while Developer is making payments hereunder, Developer will not be assessed for any personal property taxes that are attributable to the Project to which it might otherwise be subjected under Chapter 59 of the Massachusetts General Laws; that this Agreement will provide for the exclusive payments in lieu of such personal property taxes attributable to the Project which Developer (or any successor owner of the Project) will be obligated to make to the City with respect to the Project during the term hereof, provided, however, that, the Parties do not intend for this Agreement to affect any other taxes and payments that may be charged by and owed to the City, except for personal property taxes attributable to the Project; nor do the Parties intend for this Agreement to affect any other payments that may be legally owed by Developer to the City, including, but not limited to charges for water and sewer services, betterment assessments, and any other payment obligations;

WHEREAS, in consideration of the recitations set forth above, the City is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal property taxes, attributable to the Project, over the life of the Agreement are expected at inception to approximate the property tax payments that would otherwise be required under G.L. c.59 based upon the full and fair cash valuation of the Project, and Developer, throughout the term hereof, qualifies as a "generation company" or "wholesale generation company"; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations,

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the parties agree as follows:



## Petitions (cont)

1. **Payment in Lieu of Personal Property Taxes.** Developer agrees to make payments to the City in lieu of personal property taxes attributable to the Project for a period of twenty (20) consecutive years as set forth below in this Section 1, the estimated values of such payments being listed in Exhibit 'B' attached hereto and made a part hereof. Each annual payment will be paid to the City in four (4) equal quarterly installments on or before August 1, November 1, February 1 and May 1 of each fiscal tax year (i.e., July 1-June 30) during the term of this Agreement, and the annual payment amount and payment date will be noted on a quarterly bill issued by the City to the Developer. The parties agree that the payments in lieu of taxes under this Agreement may be reduced on account of a depreciation factor or reduction in the City's tax rate and the parties further agree that the payments in lieu of taxes (PILOT) may be increased on account of an inflation factor or increase in the City's tax rate, which factors have been anticipated by the Parties and are reflected in Exhibit 'B' which estimates the payment in lieu of taxes to be paid. The PILOT is also subject to any change in the tax classification factor.

Payments hereunder shall commence with the first quarterly installment date following the earlier of (i) the Commercial Operations Date (as defined below) or (ii) June 30, 2017 (the earlier of such dates, the "Commencement Date"); and shall end with the last quarterly installment due on the last payment date of the 20th year after the Commencement Date ("Term"). "Commercial Operations Date" shall mean the date Developer receives from the local electric utility written authorization to interconnect and commence operations of the Project. Developer shall provide the City with a copy of such notice it receives from the local electric utility regarding the Commercial Operations Date; failure to provide such notice shall constitute a material breach of this Agreement.

The payment in lieu of taxes will be the amount calculated as the actual cost of equipment (excluding labor) established by a list of equipment costs (set forth in Exhibit "B") and supported by the corresponding receipts for the same, multiplied by the agreed upon depreciation rate for the applicable year as listed on the schedule in Exhibit 'B', multiplied by the then current year's CIP tax rate. The payment in lieu of taxes will never be less than an amount calculated as the actual cost of equipment (excluding labor) established by a list of equipment (set forth on Exhibit B) and supported by the corresponding receipts for the same multiplied by the agreed upon depreciation schedule, multiplied by the then current year's CIP tax rate. In the event that the assessors determine the fair market value of the personal property to be above the agreed upon fair market value (approximate cost of the personal property as identified in Exhibit "B"), the parties agree that said increase would not be such that would result in a payment in lieu of taxes higher than 5% of the projects gross income, (revenue from all sources, including but not limited to Sale of Electricity, Sale of SREC's, Rebates, Refunds and Income from any subleases). Regardless of the foregoing statement, the parties agree that the payment in lieu of taxes on the personal property will never fall below an amount calculated by the projects initial cost multiplied by the agreed upon depreciation schedule multiplied by the then current CIP tax rate.

In the event that new Project equipment is installed in whole or in part after the Commercial Operations Date, the City shall have the right but not the obligation to reassess the amount of the fair market value or the approximate cost thereof and the same shall be adjusted on schedule "B".

2. **Improvements or Additions, Retirements.** "Nameplate Capacity" shall mean the number expressed in kilowatts registered with the applicable federal and state authorities for classifying the power output of this PILOT Fitchburg-Fitchburg Solar-Willard FINAL 2016-05-12

Project. To the extent that the Nameplate Capacity of the Project permanently increases or decreases by more than twenty percent (20%) after the date the Project is completed (Completion Date), the remaining payments in lieu of taxes will be increased or decreased as described in Paragraph 3.1.

**3.1 Calculation of Adjustment.** To the extent that the Nameplate Capacity of the Project in the long-term changes by more than twenty percent (20%) as of the completion date, or is increased or decreased by greater than twenty percent (20%) after the completion date, the remaining annual payments in lieu of taxes under this agreement will be increased or decreased as applicable by adding or subtracting, as applicable, the change in the value of the equipment, multiplied by the attached depreciation schedule rate on the installation date of the new equipment or removal date of the equipment, multiplied by the then current year's CIP tax rate. The depreciation schedule for any new equipment installed in the Project will be calculated as if the new equipment were installed in Year 1. If the Nameplate Capacity changes by more than 20% after the Completion Date, the parties agree to review within 60 days of a written request to do so, the agreement with a view to negotiating changes in the agreement, if necessary, and such changes shall be based on and consistent with the depreciation schedule established herein this agreement. Nothing during any negotiations phase shall operate to alter the payments in lieu of taxes or the agreement as they currently exist. If the parties fail to reach an agreement pursuant to this section within 120 days of notice to meet, this agreement shall expire and the property shall be taxed in accordance with the Massachusetts General Laws.

**3.2 Capital Cost Review/Additions.** One year after the completion date and on an annual basis thereafter the Developer agrees to provide the City with, a complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors to determine capital expenditures and all assets. If the capital expenditures are twenty (20) percent more or less than the depreciated capital expenditures estimated in Exhibit B of this Agreement the parties agree to proportionally adjust the payments in lieu of taxes consistent with Paragraph 3.1 herein. The City agrees that this financial information is not a public record as these documents are provided as confidential information pursuant to M.G.L. c. 59 sec 38, for the Assessors to review and adjust the PILOT, if necessary.

**4. Removal/Cost Calculation/Bond.** In the event of a long-term decrease in the Nameplate Capacity, the cells and related equipment no longer in use shall be removed from the Property within sixty (60) days of the date of such decrease. The Developer shall initially and every five years thereafter provide the City with a quotation from a company licensed to perform such removal and in the event that said cost ever exceeds zero dollars considering the salvage value of the equipment, the Developer shall obtain and maintain a form of surety acceptable to the City, such as a Performance Bond, escrow account, or letter of credit, in an amount not less than the cost of removal to guarantee the Developer's obligations hereunder to remove the Project, or parts thereof, and restore the Property pursuant to this Section and Section 25 of this Agreement. If a bond is provided, the Developer shall submit proof that said bond remains in effect annually, no less than 30 days before the anniversary of the issuance of the previous bond. The Surety shall be licensed to do business in Massachusetts. Alternatively, the Developer may secure said removal by deposit of money with the City to be held in the same way such a deposit is held under G.L. c. 41, § 81 U.

**5. Inspection.** The City, its officers, employees, consultants and attorneys (Inspectors) will have the right to periodically inspect the Project and meters used to measure the energy generated by the Project on reasonable prior notice to Developer for the purpose of confirming and verifying the Capacity of the Project and

## Petitions (cont)

compliance with this Agreement. During any such inspection, the City shall comply with all reasonable Developer safety requirements. The Developer or its designee may accompany any such City Inspectors.

6. **Payment Collection.** All rights and remedies available to the City for the collection of taxes shall apply to the payments in lieu of taxes hereunder, including, but not limited to, the rights and remedies provided in G.L. c.59 and G.L. c.60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c.59 and G.L. c.60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were real property taxes due and payable to the City. If necessary, Owner and Developer shall amend the lease to permit for said collection remedies.

7. **Tax Status.** The City agrees that, except as stated in this Agreement, no personal property taxes attributable to the Project will be due from or assessed to Developer for the Project other than the payments in lieu of taxes described in this Agreement, provided, however, that, notwithstanding anything to the contrary in this Agreement, including this paragraph, this Agreement does not apply to, is not intended to affect, and will not preclude the City from assessing any other taxes, fees, charges, rates or assessments which the owner of the Property is obligated to pay, including, but not limited to, real property and personal property taxes (excluding those personal property taxes attributable to the Project), excise taxes, betterments, fees, or charges for services provided by the City to the Property, including but not limited to, water and sewer services.

8. **Assignments Require Prior Notice.** This Agreement may not be assigned by Developer without thirty (30) days prior written notice to the City; provided, however, that Developer may, with ten (10) days prior written notice to the City, assign its payment obligations under this Agreement to any party who has provided or is providing financing to Developer for the construction, operation and/or maintenance of the Project, provided, further, however, that, notwithstanding any such assignment, Developer shall remain responsible to the City for all payments due the City under this Agreement. The Parties agree that this Agreement and the obligations created hereunder will run with the Project and the Property. A Notice of this Agreement will be recorded by Developer in the applicable Registry of Deeds prior to the Completion Date. If Developer fails to make such recordation prior to the Completion Date, the City may, notwithstanding anything to the contrary herein, terminate this Agreement. Developer agrees to defend, indemnify and save the City harmless from any claims of the owner of the Property arising out of Developer's recording of this Agreement if, at the time of such recording, Developer has not leased the Property.

9. **Breach by the Developer.** In the event that the Developer has an outstanding balance for a period of over 30 days after notice by the City and Developer (or its lender(s)) have not cured such delinquency in that time, the City may;

- a) Avail itself of the rights and remedies set forth in Section 6 above.
- b) Pay the city's reasonable attorneys' fees incurred in connection with the collection of said past due amounts.

Notwithstanding any other provision of this Agreement, the Parties agree that lenders to the Developer shall have the right, but not the obligation to cure any default of the Developer under this Agreement.

10. **Statement of Good Faith.** The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with G.L. c.59, §38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City and Developer acknowledge that this Agreement is beneficial because it will result in mutually acceptable, steady, predictable, and reasonable payments in lieu of taxes.

11. **Disclosure.** The Developer shall annually file with the City the Mass State Form 2 "Form of List" identifying all personal property and any improvements or replacement that are made during the previous year. The report shall be filed on or before March 15 of each year. The form shall be complete to the satisfaction of the City.

12. **Security.** In the event the City has obtained the right to obtain a lien on the personal property associated with the Project in accordance with Section 21, the Developer shall reasonably cooperate in the filing of a UCC-1 form or similar document or will permit this document to be filed in the Northern Worcester County Registry of Deeds or both to notify the public of the City's interest in the personal property associated with the Project. Upon the payment in full of all amounts due and owing hereunder, including late payment interest and reimbursement of expenses, City shall file releases of such UCC-1(s) or similar document(s).

13. **Change in Tax Status.** In the event that the Commonwealth of Massachusetts or Federal law is altered or amended in any way that would permit the City to tax the property that is the subject of this agreement then the City at its option may so tax the property under that law or may continue with this Agreement.

14. **Additional Documentation.** Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver, or cause to be executed and delivered, such reasonable additional documents or instruments as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. The reasonable costs of executing and delivering such documents or instruments shall be borne by the requesting Party.

15. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

## Petitions (cont)

Fitchburg Solar, LLC  
c/o Nexamp Inc.  
4 Liberty Square, 3<sup>rd</sup> Floor  
Boston, MA 02109  
Tel: 617.431.1440

With a copy to the address above, Attn: Counsel

To: City

City of Fitchburg  
Mayor, City Hall Offices  
166 Boulder Dr.  
Fitchburg, MA 01420

With a copy to:

Attn: City Solicitor  
City Hall Offices  
166 Boulder Dr.  
Fitchburg, MA 01420

To: Owner

Bruce and Angela Willard  
549 Fisher Road  
Fitchburg, MA 01420

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

16. **Applicable Law.** This Agreement is made and shall be interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. The Developer and the City each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. The parties agree that service of process may be affected by serving process in person or by certified mail at the addresses indicated in paragraph 15 for Notices, and that any service so affected shall not be challenged by Developer.

17. **Good Faith.** The City and Developer shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them.

18. **Force Majeure.** The Developer and City both recognize that there is the possibility during the term of  
PILOT Fitchburg-Fitchburg Solar-Willard FINAL 2016-05-12

this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure". As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of God including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all of, or a portion of, the Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the production of electricity for a consecutive period of more than 180 days, then Developer may, at its election, notify the City of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project that has been damaged or destroyed or taken.

If Developer elects not to rebuild, then it may notify the City of its termination of this Agreement and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist.

**19. Covenants/Warranties of Developer.**

(A) During the term of the Agreement, Developer will not voluntarily do any of the following:

- a. convey by sale, lease or otherwise any interest in the premises to any entity or organization that qualifies as a charitable organization pursuant to G.L. c.59, Section 5 (Third);
- b. fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement; or
- c. seek, for any reason, abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, except as may be expressly provided herein.

(B) Developer represents and warrants:

- a. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation or entity, is, to the full extent required by law or regulation, registered with the Massachusetts Secretary of State or other agency, and has full power and authority to carry on its business as it is now being conducted.
- b. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

Petitions (cont)

- c. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
  - d. None of the documents or information furnished by or on behalf of Developer to the City in connection with the negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.
  - e. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.
  - f. Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c.59, §38H (b) and G.L. c. 164, §1.
  - g. Developer is not a "manufacturing corporation" or "limited liability company engaged in manufacturing" exempt from taxation under G.L. c. 59, §5(16) (3), and the Project does not include or constitute machinery or equipment exempt from taxation under G.L. c.59, § 5(16)(2) or § 5(44).
  - h. Developer is now, or will be as of the Completion Date, the lessee of the Property.
20. **Covenants/Warranties of the City of Fitchburg.**
- (A) During the term of this Agreement, the City will not do any of the following:
    - a. except as stated in this Agreement, seek to collect from Developer any personal property tax attributable to the Project in addition to the amounts herein; or
    - b. except as expressly provided herein, impose any lien or other encumbrance upon the Property or the Project for personal property taxes attributable to the Project unless the payments required to be made in this Agreement have not been made by Developer.
  - (B) The City represents and warrants:
    - a. Subject to authorization by a Fitchburg City Council Meeting, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditor's rights generally or by general equitable principles.
21. **Security for Non-Payment.** The parties hereby agree that should Developer, its Successors or assigns fail to make payment of the PILOT, any outstanding amount due for the City of Fitchburg shall constitute a lien on the personal property associated with the Project enforceable as if it were a real estate tax lien.
22. **Amendments.** Parties hereto agree that they may, by mutual agreement, amend this Agreement under
- PILOT Fitchburg-Fitchburg Solar-Willard FINAL 2016-05-12

the same formalities as the original agreement.

23. **Severability.** The provisions of this Contract are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other provisions of this Contract.

24. **Effective Date.** This Agreement will not come into effect until June 1, 2016.

25. **Renewal & Termination.** In the event the Project is capable of producing electricity in an amount consistent with its Nameplate Capacity at the end of the initial twenty (20) year Term, taking into consideration typical module degradation and other long term solar photovoltaic operational factors, and the parties have not otherwise negotiated new tax treatment for the Project, the parties shall enter into a new agreement similar to this agreement for a term of ten (10) more years commencing on the twentieth (20<sup>th</sup>) anniversary of the Commencement Date and terminating on the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date. The depreciation rate applicable to the calculation of the payment in lieu of taxes during the 10 year term of the new agreement shall be that rate then in effect for the last year of the Term.

Notwithstanding anything to the contrary herein, this Agreement may be terminated by either Party upon notice to the other Party if: (i) despite good faith efforts, the Developer has not secured financing and begun construction of the project by December 31, 2016; (ii) the Completion Date has not occurred on or before June 30, 2017 ; (iii) Developer is not the lessee of the Property as of the Completion Date.

Upon the later of i) termination of this Agreement whether by expiration of its term or otherwise as provided for herein, or ii) termination of the real property lease for the Project, the Developer shall, within sixty (60) days remove all Project related equipment from the Property, unless otherwise as may be agreed upon in writing by the City and the Developer. Any Project equipment remaining upon the Property for more than sixty (60) days shall be subject to the applicable personal property taxes then in effect, and may be removed by the City with the funds identified in Section 4 of this Agreement.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

*Signatures on following page.*



Petitions (cont)

Fitchburg Solar, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Fitchburg

By: \_\_\_\_\_  
Name: Stephen L. DiNatale  
Title: Mayor

Owner

\_\_\_\_\_  
Bruce Willard

\_\_\_\_\_  
Angela Willard

By: \_\_\_\_\_  
Name: Kenneth Wilson  
Title: City Assessor

Approved as to form and legality

By: \_\_\_\_\_  
Name: Vincent Pusateri II  
Title: City Solicitor

EXHIBIT A

The Property means the real property located at 549 Fisher Road, Fitchburg, Massachusetts, containing approximately 45 acres, being among that land conveyed by deed dated November 9, 1999, recorded in the Worcester North Registry of Deeds November 17, 1999 at Book 3489, Page 361, as shown on a plan entitled, "Land in Fitchburg, Mass., owned by Helen L. Willard," dated August 1, 1977, drawn by William R. Bingham and Associates, duly recorded in the Worcester Northern District Registry of Deeds in Plan Book 217, Page 10.

Petitions (cont)

EXHIBIT B

ESTIMATED EQUIPMENT COSTS\*

Item	Cost/Watt	Watts (DC)	Total Cost
Panels	\$0.70	700,000	\$490,000
Inverter	\$0.20	700,000	\$140,000
Racking	\$0.25	700,000	\$175,000
Wiring	\$0.20	700,000	\$140,000
Fence	\$0.05	700,000	\$35,000
Civil Works	\$0.20	700,000	\$140,000
Total	\$1.60	700,000	\$1,120,000

\*To be replaced by amendment with actual costs once equipment has been ordered.

DEPRECIATION SCHEDULE

Year	PILOT Depreciation
1	50.00%
2	45.00%
3	40.00%
4	35.00%
5	30.00%
6	20.00%
7	20.00%
8	20.00%
9	20.00%
10	20.00%
11	20.00%
12	15.00%
13	15.00%
14	15.00%
15	15.00%
16	15.00%
17	15.00%
18	15.00%
19	15.00%
20	15.00%

ESTIMATED PAYMENT SCHEDULE

Year	Project Cost	City of Fitchburg Commercial/Industrial Tax Rate (\$/1000)	PILOT Depreciation	Estimated Payment
1	\$1,120,000.00	\$26.91	50.00%	\$15,069.60
2	\$1,120,000.00	\$27.58	45.00%	\$13,901.71
3	\$1,120,000.00	\$28.27	40.00%	\$12,666.00
4	\$1,120,000.00	\$28.98	35.00%	\$11,359.82
5	\$1,120,000.00	\$29.70	30.00%	\$9,980.41
6	\$1,120,000.00	\$30.45	20.00%	\$6,819.95
7	\$1,120,000.00	\$31.21	20.00%	\$6,990.45
8	\$1,120,000.00	\$31.99	20.00%	\$7,165.21
9	\$1,120,000.00	\$32.79	20.00%	\$7,344.34
10	\$1,120,000.00	\$33.61	20.00%	\$7,527.95
11	\$1,120,000.00	\$34.45	20.00%	\$7,716.14
12	\$1,120,000.00	\$35.31	15.00%	\$5,931.79
13	\$1,120,000.00	\$36.19	15.00%	\$6,080.08
14	\$1,120,000.00	\$37.10	15.00%	\$6,232.08
15	\$1,120,000.00	\$38.02	15.00%	\$6,387.89
16	\$1,120,000.00	\$38.97	15.00%	\$6,547.58
17	\$1,120,000.00	\$39.95	15.00%	\$6,711.27
18	\$1,120,000.00	\$40.95	15.00%	\$6,879.05
19	\$1,120,000.00	\$41.97	15.00%	\$7,051.03
20	\$1,120,000.00	\$43.02	15.00%	\$7,227.31

## Petitions (cont)

The following Petition was referred to the Public Works Committee:

- 105-16. Councillor Joel Kaddy and Gregory Therrien, to install a berm at 55 Hemlock Drive to control water runoff.

The following Petitions were referred to the Planning Board and a City Council Public Hearing July 5, 2016:

- 106-16. Steve Marsden, President of S.M. Development, Inc., to amend the Fitchburg Zoning Ordinance by adopting a by-law which would insert a new section: 181.8431 Approved Plan Development Districts (Westminster Hill Road Commercial Recreational District).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

16 MAY 12 10 17

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Amend the Fitchburg Zoning Ordinance by adopting a by-law which would insert a new section;

**181.8431 Approved Plan Development Districts**

There shall be a district on the Zoning Map of the City entitled the Westminster Hill Road Commercial Recreational District.

- a. The district shall include the following lots located in West Fitchburg identified by the following parcel identification numbers S32-10-0, S32-13-0, S32-14-A, S32-17-0, S32-5-0, S32-6-A, and S32-7-0 also identified on the attached plan marked as Exhibit "A".
- b. Commercial recreation shall be a permitted use in the Westminster Hill Road Commercial Recreational District. Certain accessory uses in the Westminster Hill Road Commercial Recreational District shall include dining, parking, employee facility, gift shop or pro shop, medical offices, day care, power generation; including wind, solar, and any other use that would be compatible with each other use as part of a totally planned development.
- c. And any additional provisions this Honorable body deems just and necessary.

To further amend the Fitchburg Zoning Map to make the same consistent use with the forgoing description of the Westminster Hill Road Commercial Recreational District.

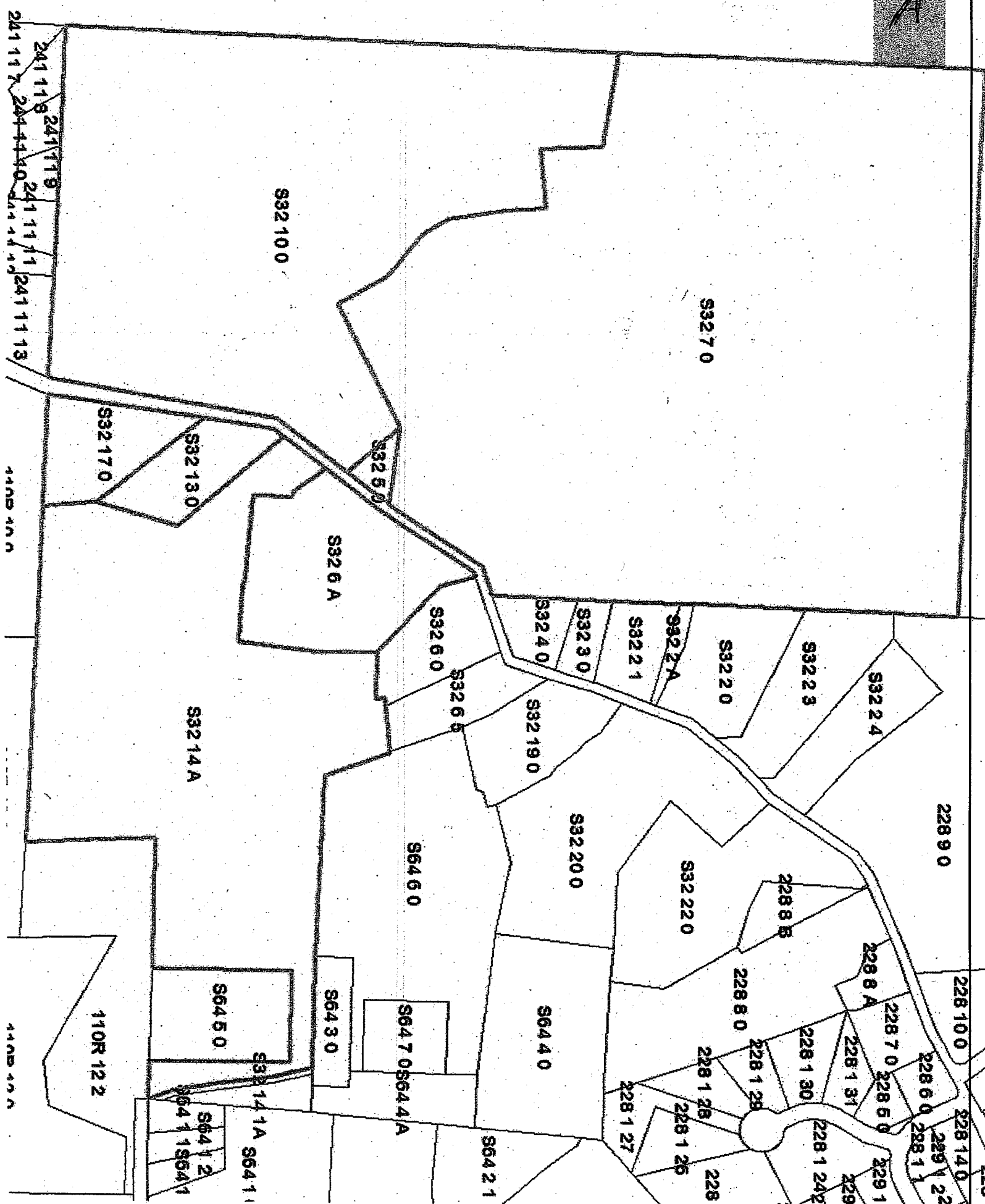
For reason says, the City is permitted to establish a Planned Development District (PDD) pursuant to c.181 § 84 in order to promote various types of land use which can be combined in a compatible relationship with each other as part of a totally planned development. More specifically, a PDD could be established to permit a sports complex with several ancillary uses.

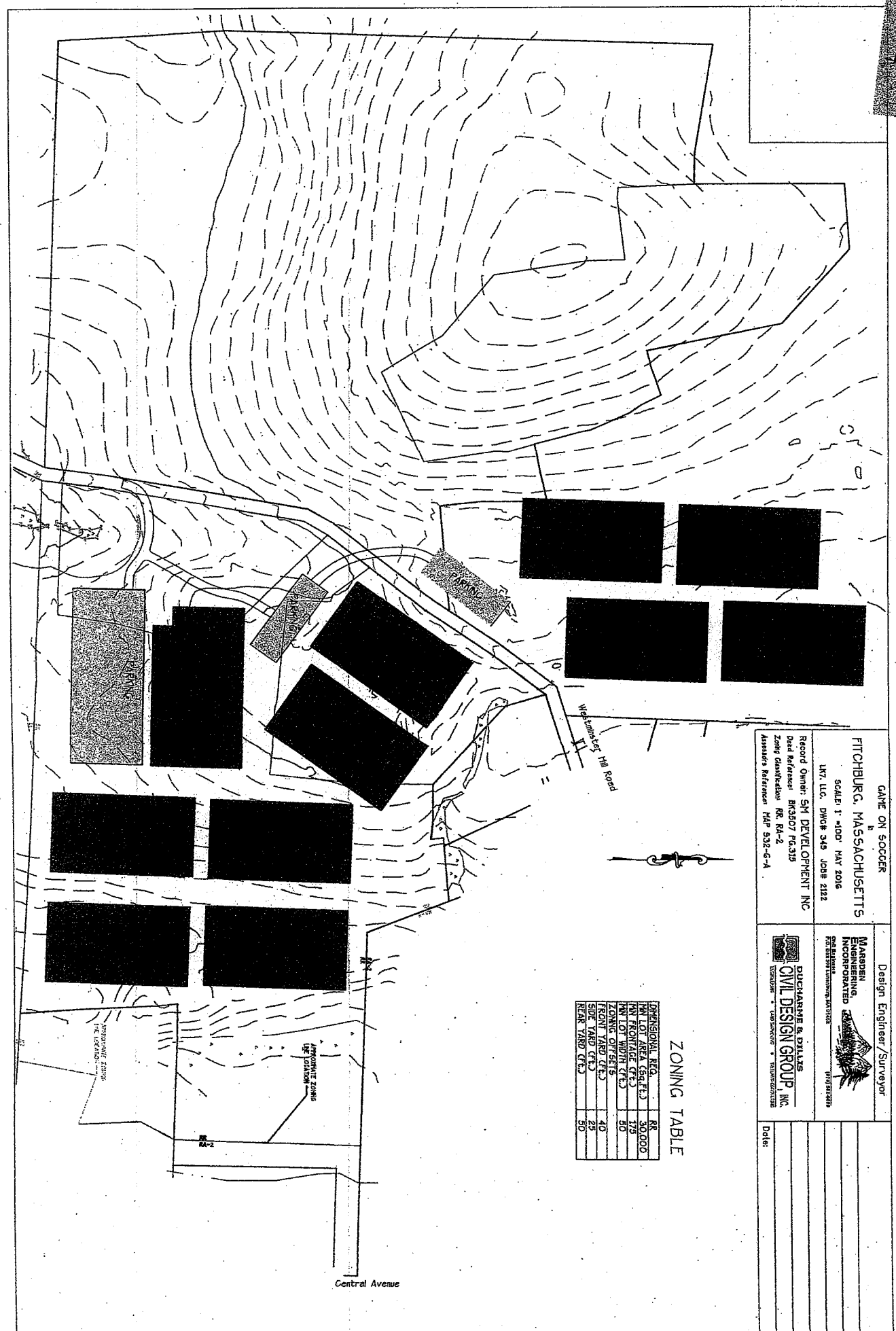
The PDD is more clearly describe in the attached plan by Marsden Engineering Inc. marked as Exhibit "B" and is more completely described in the attached Memorandum marked as Exhibit "C".

Respectfully submitted,

Steve Marsden

President of S.M. Development, Inc.





The world of youth sports is changing. Gone are the days when young people predominantly organized themselves into pickup games and backyard contests. Youth sports these days are typified by independent organizations, competitive regional leagues, travel teams and tournament play. Nearly 70 percent of children (age 6-17) in the U.S. are playing at least one team sport. The explosion of travel teams in youth team sports has been accompanied by a proliferation of youth tournaments, often involving multiple games or matches over 2-3 days and large numbers of teams from a wide geographic area. On a national level, these tournaments have been found to have significant economic impact.

Cities and Towns that have caught on to the economic boom that youth sports can provide for local communities have recognized the importance of creating the infrastructure, facilities and community support in order to be competitive with other towns trying to create their own youth leagues and tournaments. These communities typically invest in both outdoor fields as well as an indoor facility that can extend the sports tourism business through the winter months. These facilities are important for the growth and sustainability of youth sports leagues and tournaments. They also serve as destinations for annual camps and clinics.

Our research found that the tournaments and indoor winter leagues generate a considerable amount of direct and indirect economic activity for the region. These are some of the specific economic activities:

1. The indoor winter season (November to April) will bring in 10,000 youth athletes and their families per week to Fitchburg.
2. The tournaments combine will bring 15,900 people - youth athletes and their families - to the Fitchburg City area
3. These visitors are more economically attractive than typical tourists with median average income nearly twice that of a typical tourist.
4. Overall, winter league participants will contribute \$2.1 million in direct spending (average of \$8 dollars per person per week).
5. Overall, tournaments will contribute \$3.4 million in direct spending within the region.
6. Tournament participants take up more than 200 hotel rooms per night and frequent nearly all local restaurants and dozens of retail stores
7. In addition, tournaments serve as gateway experiences for many first time visitors, inspiring large numbers to make plans for subsequent trips and vacations to the region
8. By supporting extensive playing fields and subsidizing Fitchburg Area Youth Soccer programming, the tournaments expand the number of recreational opportunities available to area youth



## Petitions (cont)

**Projections of increased tax revenue, employment (construction and permanent),**

Because of our 9 Million dollar project, the city will see an increase in property taxes with the improvement of the site. We project \$60,000 to \$100,000 per year.

We will employee 100 to 150 construction workers, and 40 to 50 full and part time workers once open.

Provide residents, both youth and adults, with opportunities to participate in sports and other wellness activities.

Provide optional space for community and charity events

Provide winter activities for our seniors

- 107-16. Steve Marsden, President of S.M. Development, Inc., to amend the Fitchburg Zoning Ordinance by amending 181.313 Table of Use Regulation by striking the letter "N" in line "C.19" and inserting in its place "PB" and to amend 181.321 by adding 181.3217. (Westminster Hill Road Commercial Recreational Planned Development District)

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

FITCHBURG CITY CLERK

16 MAY 12 10 17

Ladies and Gentlemen:

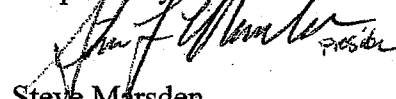
The undersigned Petition your Honorable Body to

Amend the Fitchburg Zoning Ordinance by amending 181.313 Table of Use Regulation by striking the letter "N" in line "C. 19." and inserting in its place "PB" and to amend 181.321 by adding "181.3217. Upon approval by City Council of a Special permit for a commercial recreational use the City Council may, but is not required, to permit accessory uses including but not limited dining, parking, employee facility, gift shop or pro shop, medical offices, day care, power generation; including wind, solar, and any other use that would be compatible with the commercial recreational use."

The amendment would allow petitioners to seek a special permit from the Planning Board to use property in the rural areas of the city for commercial recreational uses and accessory uses which one might expect to be associated with commercial recreation. This type of use is more clearly describe in the attached plan by Marsden Engineering Inc. marked as Exhibit "A" and is more completely described in the attached Memorandum marked as Exhibit "B" and is constant with the open spaces in the rule residential districts.

This petition is submitted as an alternative proposal for the petition seeking a Westminster Hill Road Commercial Recreational Planned Development District

Respectfully submitted



Steve Marsden  
President of S.M. Development, Inc.



*City of Fitchburg,*

May 17, 2016

Matter tabled in  
Public Safety  
Committee

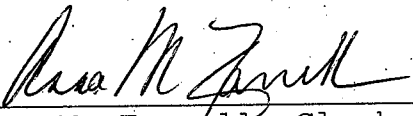
**MATTER TABLED IN PUBLIC SAFETY COMMITTEE**

180-16. Councillor Michael Kushmerek, to install a traffic mirror on Pearl St., opposite its intersection with Longwood Ave.

Petition was taken from the table and referred to the Police Chief by unanimous vote. 10 members present. Board consists of 11 members.

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The meeting adjourned at 8:23 P.M.

  
Anna M. Farrell, Clerk.